

# The Solicitors Journal.

LONDON, OCTOBER 2, 1886.

## CURRENT TOPICS.

ALTHOUGH THE LIST which came before Mr. Justice GRANTHAM on Wednesday last contained more than forty cases to be heard, the business was comparatively light, the paper being disposed of by a quarter to four o'clock.

IT IS ANTICIPATED that the Chancery Vacation Sittings on the 6th and 13th of this month will terminate the court work of the Vacation Judge, and that, in accordance with the custom followed in former years, there will be no sitting on the 20th, the last Wednesday in the vacation.

THE RETURN "of all glebe lands in England and Wales, shewing the parishes in which they are respectively situate, and the estimated annual value of the several glebes," which was moved for by the Lord Chancellor just before the prorogation of Parliament, indicates that the "Bill for facilitating the sale of glebe lands in a manner adapted to the wants of the rural population," which was announced in the Queen's Speech in January last, is still on the carpet. The object is probably to combine a scheme for relieving the clergy of land which, in late years, has become, in many cases, of little or no value, with a scheme for providing a system of allotments. Both objects are desirable, but the circumstances of the time are certainly unfavourable to the combination. Glebe lands were probably never worth so little; at the best of times, owing to the perpetual succession of life owners, they are usually worse tilled than any other lands in the parish; and it is doubtful whether the rural population will be grateful for the opportunity of acquiring, at any price, land which, of late years, has so deteriorated as, in many cases, hardly to repay the cost of cultivation. They will be apt to remember the Spanish story of the highly charitable gift of the cow which was lost.

MANY CLAIMS under the Agricultural Holdings Act, in respect of tenancies which came to an end on Michaelmas Day last, are, no doubt, now being anxiously considered. One very serious point of law in connection with these claims must sooner or later come before the courts for decision, and that is, whether the 7th section of the Act, which limits two months before the end of the tenancy as the period within which notice of a claim must be given, and prescribes that "particulars" must accompany the notice, is directory or imperative. The words of the section are: "A tenant claiming compensation under this Act, shall, *two months at least before the determination of the tenancy*, give notice in writing to the landlord of his intention to make such claim. . . . Every such notice . . . shall state, as far as reasonably may be, the particulars and amount of the intended claim." Is a notice given a day too late bad? We think, on the whole, that it is, on the ground that the statute confers a privilege which the tenant, without the statute, would not enjoy, so that the conditions which the statute prescribes for its acquisition are imperative, and non-observance of such conditions is fatal (see Maxwell on Statutes, 2nd ed., p. 463, *Newton v. Cowie*, 4 Bing. 234). On the other hand, it is noteworthy that the corresponding 20th section of the Agricultural Holdings Act, 1875 (repealed, with the rest of that Act, by the Act of 1883), contained words absolutely negative—that is to say, it enacted that, unless, "one month at least before the determination of the tenancy," notice should have been given, no compensation should be claimed. The variation of the language,

it may be argued, shews a variation of intention on the part of the Legislature. A similar argument succeeded in *Le Feuvre v. Miller* (8 E. & B. 321), but failed in *Liverpool Borough Bank v. Turner* (30 L. J. Ch. 379); and looking to the extension of the time from one month to two, and the use of the words, "at least," we venture to predict that the argument could not be urged with success, though urged sooner or later it no doubt will be. As regards the particulars of the intended claim, we think it is also imperative that some particulars should accompany the notice, but that very meagre particulars would be sufficient in law. Those who advise tenants, however, would do well to prepare ample particulars, shewing the date, cost, and locality of each improvement for which compensation is claimed. It must be borne in mind that, by section 20 of the Act, the costs of a reference under it are entirely in the discretion of the referees, and meagre particulars are not only evidence of the weakness of a claim, but afford strong reason for visiting costs upon the tenant who sends them in.

PROBABLY A LAWYER is considered by the "Staff-Council" of the Salvation Army as an unnecessary and altogether incongruous appendage to its organization. No one ever heard of an army in the field accompanied by a family solicitor, with a portable office and a staff of clerks. Yet it might have been well if the opinion of some practitioner, more versed in the law of England than in the martial law of the Salvation Army, had been taken before the recent order of the "Staff-Council" relating to marriages had been issued, as regards the mode of enforcing it. This order, as given in the daily papers, provides: "That in future no sanction will be given to courting or any engagement of any male lieutenant. He must get promoted to the rank of captain before anything of the kind can be recognized. No captain is to expect head-quarters consent to his marriage, either after two years' service or more, unless he has proved himself an efficient and successful officer, and is backed by his divisional officer, who, in consenting to his marriage, must agree to give him three stations. In future no marriage will be agreed to by head-quarters unless we have consented to the engagement at least twelve months before." The "Staff-Council" can hardly have been aware that, according to English law, any contract in general restraint of marriage is absolutely void; and that any engagement by a "male lieutenant" or "captain" not to "court" or marry, will not be worth the paper on which it is written. But, if a solicitor had been at hand before the order was promulgated, he could probably have indicated a less objectionable mode of wording the order, and also a mode in which a valid contract, sufficient for the purposes of the "Staff-Council," might be constructed. Contracts in partial restraint of marriage are valid, however large may be the class alliance with any of whom is prohibited. Thus the Court of King's Bench, eighty years ago, held that a condition against marriage with a Scotchman was valid (*Perrin v. Lyon*, 9 East. 170). Vice-Chancellor HALL held that a condition against marriage with any person who did not profess the Jewish religion was good (*Hodgson v. Halford*, L. R. 11 Ch. D. 959); and the last of the Vice-Chancellors has recently decided that a condition against marriage with any person "being, or ever having been, a domestic servant" was valid, for, as he characteristically remarked, it was competent for the person indicated in the condition "to choose a wife from the whole female world except only that portion of it which comprises domestic servants" (*Jenner v. Turner*, 29 W. R. 99). It would seem easy, therefore, to frame an agreement, to be entered into by "male lieutenants" and "captains," which should bind them not to marry any of the various classes of persons mentioned in the schedule thereunder written; and, by including in such schedule "the whole female world," except daughters, sisters, aunts, or cousins of any member of the "Staff-Council,"

being "Hallelujah lasses," the object in view would probably be accomplished. We may add that any undertakings by amorous "male lieutenants" or "captains" to render services to the "Staff-Council" in consideration of facilities for marriage, will apparently convert that sublime body into *Prosenete* or match-makers. The civil law looked with some favour on persons who stipulated for reward in promoting marriages; but our courts, from a very early period, have treated such contracts as utterly void.

IT IS STATED that "some sensation" has been occasioned in an unpronounceable district in Wales in consequence of the sales under distresses for tithe rent-charge having been made by private contract at the appraised value to the tenants distrained on: and that the Anti-Tithe League has "placed the matter in the hands of its solicitors." We do not think that the solicitors will be able to make anything of the matter. By 6 & 7 Will. 4, c. 71, the owner of tithe rent-charge is enabled "to distrain upon the lands liable for the payment thereof, or any part thereof, for all arrears of the said rent-charge, and to dispose of the distress when taken, and otherwise to act or demean himself in relation thereto, as any landlord may for arrears of rent reserved on a common lease for years." Now, a landlord is bound to sell the goods which he has distrained at the best price (2 W. & M. c. 5), and, when appraisers were required to be sworn, it was held that a sale at the appraised value was a sale at the best price (*King v. England*, 4 B. & S. 782). The landlord could not buy the goods himself (*Id.*), but they could be safely sold by private contract to anyone else at the appraised value, and it was not an uncommon (though an unjust) practice for the appraisers to take the goods at their own valuation. Since the abolition of the necessity for swearing the appraisers (by 35 & 36 Vict. c. 92, s. 13), however, the rule established by *King v. England* can no longer be relied on, the *ratio decidendi* of that case having been that the law relied upon the oath of the appraiser. A sale at the appraised value is now only *prima facie* evidence of value (*Cook v. Corbett*, 24 W. R. 181), and such a sale under a distress for tithe rent-charge to anyone but the tenant would be an unsafe course. But in the Welsh sales the owner of tithe rent-charge seems to have been shrewdly advised; the purchasers at the appraised value were the tenants distrained upon, and it would not be possible for them to complain that the sale to themselves was irregular as having been made at the appraised value (see *Bishop v. Bryant*, 6 C. & P. 484).

THE MIDLAND RAILWAY Co. experienced a crushing defeat last week in a metropolitan police court in an attempt to punish a passenger who had been driven by overcrowding into a carriage of a superior class; but the case broke down solely upon the technical ground that no demand was made upon the defendant of the specific sum payable in the shape of excess fare; the magistrate apparently acting upon the authority of *Brown v. Great Eastern Railway Co.* (25 W. R. 792, L. R. 2 Q. B. D. 406). In that case the holder of a season ticket had failed to produce it, and had been summoned under a bye-law which rendered a passenger failing or refusing to produce his ticket, liable to pay the fare from the original starting station of the train. The Queen's Bench Division held that the railway company could not recover such full fare without a previous demand of the specific sum payable, MELLOR, J., observing that "the place from which the train originally started and the amount of fare are matters which are in the knowledge of the company and not of the passenger"; and LUSH, J., said that it was "one of those cases where, according to the principles of the common law, notice must be given to the party of the amount he has become liable to pay, inasmuch as he cannot be presumed to know it." The same defence seems to have been unsuccessfully raised before the magistrates at Enfield a few days ago. The defendant had travelled on the Great Eastern Railway in a second-class carriage with a third-class return ticket, and was not accused of the fraud till after he had given up his ticket and left the station. The *ratio decidendi* of *Brown v. Great Eastern Railway Co.* would seem to have been applicable, as it did not appear that any statement of the amount payable, or opportunity of payment, was given to the passenger, who could not be presumed to be able to apportion the difference between the fares for the two classes.

WE HAVE RECEIVED a prospectus of the law lectures established by the Liverpool Board of Legal Studies, which affords an admirable example for law societies in other large towns. There are to be three courses of lectures on the subjects, respectively, of "The Law of Real Property," "The Maxims and Doctrines of Equity, together with the Law of Trusts," and "The Law of Torts." Each lecture is to be followed by a class, and the fee to members of the Liverpool Law Students' Association is £1 only for all three courses. We believe that the movement which has resulted in this scheme is due to the united action of the Liverpool Law Students' Society and the Liverpool Law Society, and that the Board of Studies is composed of representatives from both these societies and from the council of University College. It is, no doubt, a great point in favour of success that the law students themselves should have taken an active part in the organization of the scheme, but we incline to think, with Mr. BELLENGER, that the most important matter is that solicitors should encourage and require their articled clerks to attend the lectures. And we may, perhaps, add that no lectures and classes for articled clerks are likely to permanently succeed unless they are aimed directly at the examinations.

## THE CONSTRUCTION OF CONDITIONS OF SALE.

### I.

THE opposition between law and equity is so deeply rooted in English jurisprudence that it is doubtful how far recent legislation has succeeded in effecting their fusion; and, therefore, it is interesting to read the observations of the Master of the Rolls upon their real resemblances in the recent case of *Terry and White's Contract* (34 W. R. 379, L. R. 32 Ch. D. 14), to which we shall refer as the principal case. In that case he emphatically protested that the rules of evidence and the rules for the construction of contracts had always been the same in equity as at law, and he remarked upon the absurdity of supposing that evidence which was sufficient to prove a given fact before one tribunal should be insufficient to prove it before another, and that the same words in the same contract should be held to have one meaning in a court of law and another in a court of equity. It may be doubted, however, whether the point thus raised can be so easily settled. In the old opposition between law and equity there was certainly much that was ridiculous and absurd, and much that was oppressive to litigants; but we cannot, upon that ground, blind ourselves to the fact that such opposition did exist, and so emphatic a repudiation of it strikes us at first with surprise. The key to the difficulty lies in the distinction between law substantive and law adjective, between rights themselves and the method of enforcing them. Hence, although the rules regulating rights may have been the same at law as in equity, the difference as to the mode of enforcing them would be quite sufficient to account for the opposition of the two branches. It may, indeed, be doubted whether the alleged similarity between such rules has always existed, but, in any case, so closely is law itself connected with the remedies which enforce it, that it is difficult in practice to keep the above distinction clearly before us, and differences under the one head raise easily the presumption of differences under the other. It may, then, be useful to consider the manner in which contracts have hitherto been treated in equity, and we shall thus see that the remarks of the Master of the Rolls give them for the future a certainty which they have not hitherto possessed.

Now the particular contracts which have usually come before courts of equity have been those relating to the sale of land, the reason being that equity had a special remedy for breach of them which was unknown at law. In equity specific performance could be decreed, not so at law. These contracts of sale are, in general, governed by certain conditions, and it does seem at first sight as though equity had its own peculiar way of interpreting them. For example, it is frequently required that the completion of the purchase shall be effected by a certain date. If this condition is not observed, then, at law, the contract is broken; equity, however, has often said that the matter is of no consequence, and in upholding the contract, notwithstanding such non-observance of the condition, it has certainly given the impression that it was



putting its own construction upon it. This appears to be the case with Lord Thurlow's dictum, that by no means could time be made, in equity, of the essence of the contract, thus construing it by what the parties meant or ought to have meant rather than by what they said. Any such notion, however, is denied, not only in the principal case, but elsewhere, and notably by Lord Cairns and Lord Justice Rolt in *Tilley v. Thomas* (L. R. 3 Ch. 67). There it was said by the former:—

"The construction of the contract is, and must be, in equity the same as in a court of law. A court of equity will, indeed, relieve against and enforce specific performance, notwithstanding a failure to keep the dates assigned by the contract either for completion or the steps towards completion if it can do justice between the parties, and if there is nothing in the express stipulations between the parties, the nature of the property, or the surrounding circumstances which would make it inequitable to interfere with and to modify the legal right. This is what is meant, and all that is meant, when it is said that in equity time is not of the essence of the contract."

For the future, then, we must assume that, if in these matters equity has appeared to differ from law, it has been solely on account of the manner in which it has used its special remedy of specific performance. For practical purposes this may not be very different in its effect to the application of equitable rules of construction. Whether the court puts its own construction on the contract and then enforces it, or whether it refuses to enforce it unless in the form it thinks proper, the result must be, in general, very similar.

Whatever objection, however, may be taken to the identity, in times gone by, of rules of construction at law or in equity, there is no doubt that the opinions recently pronounced from the bench tend strongly to reduce any differences there may have been. Before the fusion of law and equity it was not so necessary to consider the question. The result in equity was known to differ from that at law, and whether this arose from the application of a special rule, or of a special remedy, there was no occasion to ask. But now, in any case where there is a conflict between the rules of equity and the rules of law, the former are to prevail. In considering, then, whether a result in equity can differ from one at law, it is necessary to distinguish between the law and the remedy. The rule must now be the same in each; as to the remedy, all actions for specific performance are attached to the Chancery Division, and any variation that may appear in enforcing the contract must be due to this element alone.

It is very clear that this has had an important effect in restraining the latitude which the Court of Chancery formerly allowed itself. There is no doubt that it started with the intention of carrying out the substance of the contract without paying too great regard to details, and, further, with the intention of protecting the purchaser, who was unacquainted with the title to the property, against the vendor, who might take an unfair advantage of his own position. Each of these objects was gained by granting or refusing specific performance of the contract according to the discretion of the court; but when we come to apply the above distinction we find that the means employed in each case were different. To begin with, there may be doubt as to the exact meaning of the words of the contract; to remove this doubt courts of equity and courts of law have always applied the same rules, the rules of common sense. In the next place, it may be clear that certain points in the contract are essential and go to its root, while others are matters of detail which may be varied without injury to either party. Thus, when a time is fixed for completion, this may be either because it is essential to the purposes of the parties that the whole matter should be completed by that day, or else that, while the actual completion was immaterial, there might be a point of time assigned at which their various rights as vendor and purchaser should be exchanged. In this case the court holds that the parties intended the contract to be carried out in any case, although the date for completion was not strictly observed. Accordingly it will grant specific performance, although the contract is thus literally broken; and here it is probably more correct to say that the court construes the contract according to the probable intention of the parties rather than that it applies its remedy at its own discretion. This view seems, indeed, to be expressly adopted in the Judicature Act, 1873, for it is there enacted (section 25, sub-section 7) that in the construction of contracts the rules of equity, as to time being of their essence, shall prevail. There is a third class of cases in which the court does more than guess

at the probable intention of the parties; it exercises its own judgment upon whether the contract is fair or no, and in the latter case refuses to apply its own special remedy to enforce it. This unfairness may arise in various ways: if there is fraud on the part of the vendor, or if there is mistake on either side, then the contract is vitiated according to the ordinary rules of law; but, in addition to this, if the vendor has stipulated for some advantage to himself which is clearly unfair, the court will not assist him except upon terms of his foregoing this advantage. Thus, if the vendor has bargained that there shall be no compensation allowed in case of misdescription, and the property turns out to be less in extent than he stated, then, if he wishes for aid in enforcing the contract, he will be required to give up this clause and to allow compensation out of the purchase-money.

In such cases as the above the distinction we have pointed out between the rule of construction and the remedy has had the effect of lessening the discretion of the court upon the construction, though it still exists as to the remedy. The principle upon which the court appears to have formerly gone was to assume that the purchaser required its protection, and then to read into the contract such terms as he would have consented to had he been as well acquainted with the property as the vendor. Thus, where he has agreed to take the property without any compensation for misdescription, it was the opinion that this could only be meant to refer to misdescription of a trifling kind; but this protection is now passing away, partly, no doubt, under the influence of a tendency to make all contracts as free as possible, but also because the court, being now bound to distinguish between its rules and its remedies, and feeling that, as to the former, it has no further discretion, is compelled to adopt that literal construction which was formerly peculiar to courts of law. Hence the judgments both of the Master of the Rolls and of Lord Justice Lindley, in the principal case, go upon the supposition that no allowance is to be made for the purchaser, but that the contract is to be construed according to its plain meaning. This is clearly expressed in the following passage:—

"Conditions of sale are not always the same. They vary. Some vendors may put in more stringent conditions of sale than others; but, when the conditions of sale are put in, what are the rights of the parties? Why, the purchaser bids, knowing of those conditions of sale, and, therefore, agreeing to be bound by them; so that the conditions of sale are the agreement under which the purchaser bids and the vendor sells. Then that is a contract, the conditions of sale forming part of the contract. How are they to be construed? To my mind they are to be construed in precisely the same manner in a court of law as in a court of equity. They are to be construed according to the ordinary interpretation of language as used in business, unless there is something in the contract or something in the subject matter which obliges the court—not which entitles the court, but which obliges the court—to read the language otherwise than in its ordinary sense."

It appears, then, that, apart from certain well-defined cases in which equitable rules of construction have been established—such equitable rules now prevailing under the Judicature Act in all courts—the rule of grammatical interpretation is to be adopted everywhere, and the courts are no longer to read into the contract terms which they think the parties would have wished to insert had they had all the subsequent events before them; but, although no question of equitable construction can now arise, the court retains its former discretion as to whether, upon all the circumstances of the case, it will grant the aid of its own peculiar remedy.

Last week Sir J. W. Ellis offered for sale Sir John Astley's freehold Wiltshire estate, known as Everleigh Manor. The area of the estate is 4,553 acres, and it produces an income of £2,422 10s. a year. In offering the property Sir John Ellis said it was his conviction that the land market would resume its normal tone. He solicited offers for the property, first asking for a bid of £100,000, and then £60,000, but, no offer being forthcoming, the estate was withdrawn.

At the meeting of the Library Association on Tuesday, Professor F. Pollock read a paper on "The Use and Arrangement of Law Libraries," in which he contended that a law library should be not merely a collection of law books, but a collection of books ordered and maintained for the use and provision of science and law. It should contain (1) works of general reference, (2) cosmopolitan law literature, such as Roman and ecclesiastical law, philosophy of law, historical and comparative jurisprudence, and international law, (3) English, American, and foreign law literature, (4) legal bibliography and catalogue. He also urged that there should be more co-operation than at present existed among the Inns of Court libraries.

## CONCERNING SEARCHES.

## (VIII.) CROWN DEBTS.

*The Prerogative of the Crown.*—The Crown can, at common law, by its prerogative, issue execution against the lands which its debtor had at the time at which he appeared by record to be indebted to the Crown, notwithstanding that he has sold the lands or died. The writ, if issued during the life of the debtor, is called "an extent," if issued after his death, "*diem clausit extremum*."

*Debts to be considered as of Record.*—By 35 Hen. 8, c. 39, certain specialty debts to the Crown are to have the same effect "as writings obligatory taken and acknowledged according to the Statute of the Staple at Westminster." In other words, they are to have the same effect as debts of record. The cases on the construction of the statute are *Sir Thomas Cecil's case* (7 Rep. 186), *Scroger v. Gresham* (Moor, 193; And. 129), *Res v. Yale* (Bunb. 58).

Debts due to the Crown from tax collectors have, in certain cases, the effect of debts of record: 43 Geo. 3, c. 99, s. 41; the balances due from army agents one month after demand of payment are deemed debts of record to the Crown: 48 Geo. 3, c. 128, s. 3.

*Simple Contract Debts.*—On the other hand, no lien appears to arise in favour of the Crown as against a purchaser for value from the debtor without notice on simple contract debts (*The King v. Smith*, Wightw. 34; *Casberd v. Ward*, 6 Pri. 411), or a specialty debt not within 35 Hen. 8, c. 39, till the debt has been turned into a debt of record, which may be effected by an inquisition (*The King v. Mainwaring*, 2 Pri. 67) taken on a commission to inquire whether the debtor owes any debt to her Majesty, or till an action by the Crown has commenced (3 Preston's Abstr. 305), or, in the case of a bond debt, till the condition is broken: *The King v. Tarleton* (9 Pri. at 656), *Res v. Marsh* (1 M'Clel. 688; 13 Pri. 826).

*Money belonging to Crown coming into Subject's Hands.*—Where any money, goods, or chattels belonging to the Crown come to the hands of a subject by matter of record or by matter in fact he becomes a debtor to the Crown: *Candish's case* (1 Plow. 321), *Dodington's case* (Cro. El. 545; Moor, 475; same case, stated 11 Rep. 906, sub nom. *Sir Walter Mildmay's case*), *Earl of Devonshire's case* (11 Rep. 89); the cases cited in *The King v. Smith* (Wightw. 34), *Res v. Wrangham* (1 Cr. & J. 408; 1 Tyrw. 383), *Wilde v. Fort* (4 Taunt. 334), *Attorney-General v. Perry* (2 Com. Rep., at p. 490).

*Accountants to the Crown.*—By 13 Eliz. c. 4, repealed as to receivers of customs by 6 Geo. 4, c. 105, s. 13, the debts due to the Crown from any of the officers enumerated in the statute, or "other receiver of moneys, impost or otherwise, for the use of" the Crown, commonly called accountants to the Crown, if incurred at any time during the continuance of his office (*Sir Christopher Hatton's case*, 10 Rep., at p. 556; same case (but not same point), sub nom. *Sir Edward Coke's case*, Godb. 289), bind his land from the time of his entering into the office: *Foskew's case* (2 Leon. 90); *Nicholls v. How* (2 Vern. 339); *The King v. The Bishop of Sarum*, sometimes called *Cushead's case* (Moor, 126 Pl. 274); *The King v. Rawlings* (12 Pri. 834); *Wilde v. Fort* (4 Taunt. 334). It does not fall within our province to discuss the construction of the Act, as to which see a very learned note, 6 Pri. 426. A collector of assessed taxes is not an accountant to the Crown within 13 Eliz. c. 4: *Casberd v. Ward* (6 Pri. 411).

*What can be seized under an Extent.*—The Crown can seize freeholds, whether legal or equitable (per Hale, C.B., *Attorney-General v. Bonds*, Hariz., at p. 495; *The King v. Coombes*, 1 Pri. 207); lands that the debtor has contracted to sell (*The King v. Snow*, 1 Pri. 220); lands over which he has a general power of appointment by deed (*Sir Edward Coke's case*, Godb. 289; *Reg. v. Ellis*, 4 Ex. 662; same case, sub nom. *Ellis v. Regina*, 6 Ex. 921); rents service (1 Fitz. Avoerie, 287); rents charge (*Lillingston's case*, 7 Rep. 286); impropriate tithes; tithes leased for lives or years (*Obity on Prerog.* 297). Apparently, the right of the Crown does not prevail over that of an equitable mortgagee (*Casberd v. Ward*, 6 Pri. 411; *Pedder v. Philpot*, 12 Pri. 197), unless the mortgagee has an opportunity of knowing that the depositor is or may become a debtor to the Crown: *Broughton v. Davis* (1 Pri. 216).

In some cases the Crown has the right to seize in respect of the debt of the debtor against his heir in fee or tail: 8 Hen. 8, c. 39; *Lord Anderson's case* (7 Rep. 21).

Copyholds cannot be taken in execution by the Crown; the reason apparently being the prejudice that this being done would cause to the lord of the manor: *Re Salkerd and Evered* (Ow. 37); *The King v. Budd* (Park. 190), where it is stated that the report of *Re Salkerd and Evered*, at 2 Leon. 97, sub nom. *Saliard and Evered's case* is incorrect; *The King v. Lisle* (cited Park. 195).

A sale of leaseholds for years by a Crown debtor before execution is good: *Sir Gerrard Fleetwood's case* (8 Rep. 171a).

A term assigned to attend the inheritance of lands purchased by a Crown debtor does not (*Nicholls v. Howe*, 2 Vern. 389; same case, sub nom. *How v. Nicholl*, Finch Pre. Ch. 125; *Res v. St. John*, 2 Pri. 317; *Res v. Smith*, Sugd. V. & P. App.), but such a term never held in trust for the debtor, and ultimately assigned to attend the inheritance of a purchaser from him, does (*Res v. Lamb*, 13 Pri. 649), protect the fee against the Crown's debt.

*Statutes of Limitations.*—At common law, *nullum tempus occurrit regi*; the right of the Crown to sue, which seems to include issuing executions (*Altham's case*, 3 Rep., at p. 153), is not restrained by efflux of time. This remains the law as to debts due to the Crown: *Lambert v. Taylor* (4 B. & C. 138). The first restriction on the right of the Crown to sue for land at any time was contained in 21 Jac. 1, c. 2, an Act which was repealed by the *Nullum Tempus Act* (9 Geo. 3, c. 16), which, in effect, provides that the Crown shall not sue for any real property other than liberties or franchises, except when the right or title thereto shall have first accrued within sixty years before the commencement of the proceedings, unless the Crown shall have received the rents and profits thereof, or of some lands of which the same are parcel within sixty years, or unless the same shall have stood in charge to the Crown or insuper as of record within the same period: see *Tuthill v. Rogers* (1 Jo. & Lat. 36; 6 Ir. Eq. R. 429); *Attorney-General v. Eardley* (8 Pri. at p. 73); *Doe v. Roberts* (13 Mee. & W. 520). See as to the meaning of "in charge" and "insuper of record," 3rd Instit. 189. This Act does not confer a title on the person in possession of the land—it only prevents the Crown or persons claiming under it from suing: *Goodtitle v. Baldwin* (11 East, at p. 495).

By 24 & 25 Vict. c. 62, ss. 1, 3, the exception contained in 9 Geo. 3, c. 16, in favour of the Crown of land held in charge or insuper of record, is removed; and it is provided by section 3 that the Crown is not to be deemed, for the purposes of the last-mentioned Act, to have been answered [*sic*] the rents of land which have been taken by another person, merely because such land has been parcel of an honour, manor and other hereditaments of which the rents have been answered to the Crown, and has been in charge or insuper of record.

## REVIEWS.

## COUNTY COURT COSTS.

**COSTS IN THE COUNTY COURT, EXCLUSIVE OF ADMIRALTY AND BANKRUPTCY; BEING A GUIDE TO THEIR ALLOWANCE BY THE JUDGE AND TAXATION BY THE REGISTRAR.** By CHARLES CAUTHERLEY, one of the Registrars of the County Court of Yorkshire holden at Leeds, and of the Leeds District Registry of the High Court. William Clowes & Sons (Limited).

This is a well-constructed and useful little manual. The first part deals with the allowance of costs by the judge, and, after a chapter relating to the general principles as to costs, discusses in separate chapters costs in particular matters, such as counter-claims, interpleader, replevin, &c.; costs in matters within the equitable jurisdiction; particular costs allowed or disallowed by order of the judge; costs as to particular persons; and on what scale costs are to be taxed. The second part relates to the taxation of costs by the registrar, and is divided into chapters on "Costs: How Taxed"; "what costs allowed"; costs of particular matters; apportionment of costs; taxation as between solicitor and client; and review of taxation. It will be seen that the whole subject of county court costs, apart from those in admiralty and bankruptcy matters, is covered, and that the arrangement is neat and convenient. The various provisions of order 50 of the County Court Rules, 1896, and of the new scale of costs, are introduced and discussed in their appropriate places, and the observations and statements of cases which we have checked we have found clearly expressed, terse, and accurate. The appendices contain, in addition to the schedule of fees and scale of costs and rules



relating to costs, a score of examples of bills of costs. We may, perhaps, suggest to Mr. Cautherley that he would render a service to the profession if he would prepare and continue an "Annual County Court Practice" on the same lines as the admirable "Annual Practice" of the High Court of Messrs. Snow, Winstanley, and Walton.

#### THE MARRIED WOMEN ACT, 1886.

THE MARRIED WOMEN (MAINTENANCE IN CASE OF DESERTION) ACT, 1886. WITH INTRODUCTORY OBSERVATIONS, NOTES ON THE SECTIONS, AND AN APPENDIX OF FORMS. By J. ASHER FOYSTER, Solicitor, Clerk to the Justices of the Borough of Salford. John Heywood, Manchester and London.

This little book is one of a kind which we should like to see largely multiplied. It is an inexpensive, careful, and practical treatise on the important Act of last session, by an author familiar with the practice of the tribunals intrusted with the administration of the Act. The Act, no doubt, as Mr. Foyster remarks, appears, at first sight, to be free from difficulty of construction, but the question "What is desertion?" involves considerations very foreign to magistrates' courts. Mr. Foyster supplies the principles which should be borne in mind by them in dealing with this question. The curious proviso at the end of section 2 with regard to re-hearing is discussed at p. 13, and the author thinks that it is impossible to conjecture its exact legal effect. We are hardly disposed, however, to agree with him that, upon a re-hearing, a fresh information and summons would be necessary to found any variation of the original order; the words of the proviso, "may rehear any such summons," "and confirm, discharge, or vary any previous order thereon," following the provision as to the application for, granting, and serving of a summons under the Act, appear designed to prevent the necessity for a fresh summons on the re-hearing. We quite admit, however, the inconvenience of this construction. There are some judicious observations at p. 12 on the provision, in section 1, as to the varying of the order by "the justices or magistrate by whom it was made, or other justices or magistrate sitting in their stead." The appendix contains a set of forms for proceedings under the Act, prepared for use by two justices in a borough, which can, of course, be readily adapted for use by a stipendiary magistrate or in a division of a county.

#### STUDENTS' BOOKS.

THE STUDENT'S STATUTE LAW; SPECIALLY INTENDED FOR THE USE OF CANDIDATES AT THE FINAL AND HONOURS EXAMINATION OF THE LAW SOCIETY. By ALBERT GIBSON, Solicitor, and ARTHUR WELDON, Solicitor. "Law Notes" Publishing Office.

INTERMEDIATE LAW EXAMINATION MADE EASY: A COMPLETE GUIDE TO SELF-PREPARATION IN THE 10TH EDITION OF "STEPHEN'S COMMENTARIES." SIXTH EDITION. By ALBERT GIBSON, Solicitor. "Law Notes" Publishing Office.

The first-mentioned book is likely, not only to afford help to intending candidates at the examinations mentioned in its title, but also to lay a foundation for a more extensive knowledge than is generally derived from preparation for these examinations. The leading statutes (other than those relating to criminal law) are arranged according to subject-matter, the selection being certainly ample enough for the student; the substance of the provisions is given, and, in the case of statutes altering the law, an explanation is appended of the inconvenience intended to be remedied. In many of the statutes a statement of the effect of the leading cases on particular provisions is also inserted. The statement of the sections, and the notes, in the portions of the book we have examined, we have found fairly accurate; the errors we have noted are of no great importance—such, for instance, as the statement at p. 533, that the tenant of a holding under the Agricultural Holdings Act, 1883, "can insist on the goods [distrained] being sold by public auction." This is exactly what the section does not require, though, singularly enough, the marginal note mentions sale by public auction. We think that a good deal more explanation of the Real Property Limitation Acts would be desirable; thus, in the summary, at p. 599, of section 2 of the Act of 1874, the student is likely to be more bewildered by the injudicious use of the terms "particular estate," "prior estate," and "future estate," than even with the words of this thorny section. The number of the section is wrongly given, and the important last clause appears to have escaped notice. But with careful revision in details we think that the book may be made a very useful one.

The book secondly above mentioned is now too well known to need introduction to our readers. The author has diligently incorporated the additions to the 10th edition of "Stephen's Commentaries." We came with some amusement on the statement at the head of the "Fifth week's work"—"During this week your work will consist of getting up all the important statutes relating to landed property." This seems either to suppose that every law student is a Jessel, or that there is some extremely royal road to legal lore.

## CORRESPONDENCE.

### CESSATE GRANTS.

[To the Editor of the Solicitors' Journal.]

Sir,—The practice of insisting on these grants in cases where the major portion of the estate has been long ago administered is full of inconvenience, both to the public and to the profession. I fail entirely to see why a *de bonis* grant should not issue in such cases. So far as the Inland Revenue is concerned, its interests could not suffer, as the authorities would always be in a position to check the property disclosed by the affidavit to lead the new grant, with the property previously disclosed, and to ascertain if any further duty were payable.

It is said, indeed, that, by compelling the new administrator to find sureties in the whole amount of the estate, as well that administered as that unadministered, there is further security for the due administration, but inasmuch as the bond expressly limits the liability to the property coming to the possession of the obligee, there is no basis for this contention.

The only other reason adduced is, so far as I am aware, that the original grant invested the grantee with a determinable estate only, whereas in the case of a *de bonis* grant it is always assumed that the entire representation was given by the original grant. But is this technical difference really worth preserving, when weighed against the inconvenience arising from the present practice?

As an instance: H. S. died intestate in 1876, administration of her estate being granted in 1878 to E. B. as the attorney of M. S., the sister and only next of kin, residing abroad. E. B. swore the estate under £1,500 (its real value being about £1,100), paid the duties, administered the estate, and died in 1881. M. S. never applied for a grant (as she considered the estate was definitely wound up) and died this year. It is now discovered that there is outstanding property of which neither E. B. nor M. S. was aware, amounting to between £40 and £50, and it is desired to obtain a grant in respect of this small sum. Now, if M. S. had herself taken the original grant, a grant *de bonis* would, as a matter of course, issue to the person entitled, but because the original grant was to an attorney, it becomes necessary to take a cessate grant and find security in respect of the whole estate—namely, the £1,100 (already administered), plus the small amount of outstanding property valued at £50. These facts speak for themselves.

If this communication has the effect of calling once more the attention of the responsible authorities to the necessity of an alteration in the existing practice, which is little less than an anachronism, it will have answered the purpose of

T. P. D.

Gray's Inn.

[In *In the Goods of Amelia Fosard* (3 Sw. & Tr. 173) the bond on a cessate grant was allowed to be taken in the same amount as would have been required if the grant had been *de bonis non*. The court or district registrar has, under section 82 of the Probate Act, 1857, a discretion to reduce the amount of the bond, and we do not see why the above-mentioned precedent should not be generally followed; but legislation would seem to be necessary to obviate the necessity for application in each case to the court.—Ed. S. J.]

## CASES OF THE WEEK.

### CASES BEFORE THE VACATION JUDGE.

SWANN v. ANDERSON.—29th September.

PRACTICE—ACTION ON COMMON LAW SIDE OF MAYOR'S COURT—ACTION IN CHANCERY DIVISION OF THE HIGH COURT—MOTION FOR REMOVAL OF FIRST ACTION TO CHANCERY DIVISION—JURISDICTION.

In this case the question arose as to whether the court had jurisdiction to remove an action commenced on the common law side in the Lord Mayor's Court direct to the Chancery Division. An action was brought against the defendant Anderson by Swann & Muir on the common law side in the Lord Mayor's Court for £152 5s. for work done as patent agents. An action was at the same time brought against Anderson by Swann & Johnson in the Chancery Division of the High Court of Justice relative (as was alleged) to the subject-matter of the first action. This was a motion on behalf of the defendant asking that the action in the Mayor's Court might be removed to the Chancery Division to be heard with the Chancery action. It was objected by the plaintiffs that the court had no jurisdiction; the case ought to have gone to the Queen's Bench Division, if removed at all, and then been transferred to the Chancery Division with the leave of the president. GRANTHAM, J., said that the old distinctions between the divisions were abolished by the Judicature Acts; as a judge of the Supreme Court he had general jurisdiction to remove the action direct from the Mayor's Court to the Chancery Division of the High Court; it was not necessary for him to go through the circuitous procedure sug-

gested; he had jurisdiction to remove the action direct.—COUNSEL, *Marten, Q.C.*, and *Cyril Dodd*; *R. Vaughan Williams*. SOLICITORS, *Collyer, Bristow, & Co.*; *Swann & Co.*

#### HOLDEN v. HITCHCOCK & Co.—29th September.

NUISANCE BY HOWLING, SINGING, AND MUSICAL INSTRUMENTS—PRIVATE RESIDENCE USED AS CHAMBERS—INJUNCTION.

The plaintiff, Mr. John Holden, alleged that forty young men, boarded in a neighbouring house by the defendant, Mr. George Williams (proprietor of a shop in St. Paul's Churchyard, under the style of Hitchcock & Co.), destroyed the rest of the inmates of the plaintiff's house and injured Mrs. Holden's health by the noise they made, by howling, whistling, singing, and playing musical instruments. For the defendant it was contended that the young men behaved well, and were under the care of a superintendent, and all the lights were out at eleven o'clock. *GRANTHAM, J.*, said he was of opinion that the order must be made. The affidavits for the plaintiff were clear that the young men did make a noise, that the noise was discontinued for a time, and then renewed. His lordship thought that he must pay attention to the positive statements of the plaintiff's witnesses rather than to the negative ones made on behalf of the defendant. The defendant's witnesses said that they had not heard any noise, but there was a proverb that "None are so deaf as those that won't hear." There must be an injunction until the trial or further order. The costs would be reserved.—COUNSEL, *Herbert Reed*; *Marten, Q.C.*, and *A. St. J. Clerke*. SOLICITORS, *Petticer, Foster, & Co.*; *Charles H. Bannister*.

### THE BANKRUPTCY ACT, 1883.

We briefly referred last week to a portion of the report recently laid before Parliament in pursuance of section 131 of the Act. The report commences by dealing with the operation of the Act. The general results, it is stated, appear to be as follows:—The amount of insolvency brought under official review, measured by the aggregate liabilities, continues to diminish, although there is a small increase in the number of cases compared with the previous year. The average proportion of assets to liabilities continues to increase. The collection and distribution of assets is effected at a considerably lower percentage of cost than under the Act of 1869. The percentage of cost in the case of estates administered by officials is smaller than in the case of estates of similar amounts administered by non-official trustees. The aggregate loss to creditors and to the nation by insolvency has, therefore, on the whole, largely decreased, and there is good reason to conclude that this decrease is in a substantial measure due to the operation of the recent Act. As regards the exposure and punishment of fraudulent and reckless trading, which formed so important a feature in the recent Act, there is still much to be done. But much has already been done. The action of the official receivers in bringing to the notice of the creditors, the courts, and the public cases of misconduct which, under former systems, would have escaped notice, has produced good effects; and the superior courts, by the construction they have placed on the Act, and by their decisions on the subject of discharge, have laid down rules of the greatest practical value for the guidance of the inferior courts and of the official staff. A stringent administration of the Act against fraudulent debtors appears to be well received by the trading public, and in the places where it has been most stringently administered, and where the co-operation of the official and judicial staff has been most complete, the operation of the Act has been the most successful and the most popular. On the whole, the confidence of the commercial classes in the new law appears to be on the increase, and any opposition which it may have met with from other classes is becoming less strong and less pronounced than it was. Proposals to infringe the spirit of the Act by reintroducing private arrangements capable of binding a recalcitrant minority have been rejected with the full approval of the trading classes. Various proposals for amending the law and its administration have been urged upon the Board of Trade; the most important of these are:—

For reducing or abolishing the present limit of debt (£50) necessary to support a creditor's petition.

For the public registration of all private arrangements with creditors.

For more effectually enforcing the law against fraudulent and reckless trading.

For raising the limit (£300) of assets within which an Official Receiver is now permitted to act as trustee.

For improving the system of administration order.

In these proposals, some or all of which will, no doubt, demand the attention of Parliament, will be found additional evidence that the public feeling is not only in favour of maintaining the principles of the Act of 1863, but of extending their operation.

Turning to the financial working of the Act, it is stated that the accounts show a surplus of receipts over expenditures of £24,932 13s. 11d., which sum, being added to a like excess for the year 1884-5 of £13,923 17s. 3d. (corrected), gives a total surplus over expenditure for the two years of £38,856 11s. 2d. These figures are, however, subject to slight further variations resulting from audit. In August, 1885, the Board of Trade, with the concurrence of the Postmaster-General, authorized the payment of sums under £2 by means of Post-office Money Orders, and it will be noticed that 39,032 Money Orders were issued before the 31st of March, 1886. Since the Act has been in operation the receipts and payments in connection with bankrupt estates in the Finance Department of the Board of Trade have been:—

Total receipts . . . . .	£2,947,248 16 11
Total payments . . . . .	2,345,052 10 8

£602,196 6 3

Out of the balance, £602,196 6s. 3d., together with the balance of £80,462 4s. 9d., transferred from the old Bankruptcy Court, the sum of £670,000 has been paid over to the Treasury up to the 31st of March, 1886, and invested as under:—£540,000 cash in the purchase of £535,535 5s. 5d. Consols; £130,000 cash in the purchase of £147,591 18s. Two and a-half per Cent. Stock. In the above amounts is included the balance of sums recovered under section 162 from trustees in cases under preceding Bankruptcy Acts, as under:—

Total receipts . . . . .	£264,588 14 1
Total payments . . . . .	60,515 3 7

£204,073 10 6

With regard to official receivers, it is stated that during the year 1835 no material changes have been made in the staff of the salaried official receivers. The scale of payment by fees and commission, by which it was intended to remunerate official receivers who are not paid by salary, being found to be inadequate and unsatisfactory, the following scale of payment has been substituted:—(a) A uniform allowance of £100 to each official receiver, to cover what may be called "fixed charges." (b) A fee per case, calculated on the following sliding-scale:—Summary Cases.—For the first ten cases, £18 per case; for the next ten cases, £16 per case; for the next ten cases, £14 per case; for the next ten cases, £12 per case; for the remainder, £10 per case. Non-Summary Cases.—For the first five cases, £9 per case; for the next five cases, £8 per case; for the next five cases, £7 per case; for the next five cases, £6 per case; for the remainder, £5 per case. (c) Subject, however, to a proviso that the total remuneration earned as above—under (a) and (b)—by any one receiver shall never exceed an average of £18 per case.

### THE SELECTION OF PRESIDING OFFICERS AT PARLIAMENTARY ELECTIONS.

THE following remarks were made on this subject by Judge Ingham on the hearing of the petition for the taxation of the returning officer's charges at the Cumberland elections, briefly reported, *ante*, p. 755. No reasons were given at this court for the decision as to the presiding officer's charges for mileage, the matter having been discussed at another court. His Honour said—I have considered this question very carefully. As to the discretion of the sheriff, while I express the opinion that it would be a very serious matter for me to interfere—perhaps in this particular case I should not be disposed to do so—I do take the opportunity of expressing an opinion—and if the matter comes before me again it is an opinion to which I shall adhere—that I think strongly that the sheriff ought not to employ anybody as presiding officers out of the division. I will go to that extent, and in some measure I am confirmed in that when I look at the schedule of the Bury election. There you see no travelling expenses are allowed, and assuming that in the Bury election the returning officer had chosen to send to Whitehaven, Penrith, and round the country for presiding officers he could have got nothing for them. That rather leads me to the conclusion that it was never intended. The words "travelling expenses" were introduced with reference to county elections because, of necessity, presiding officers must travel in some respects. You cannot get presiding officers in every place in a division, and it is on that account I think that "travelling expenses" has been introduced into the Act. I am quite satisfied that every division of the county of Cumberland and other divisions of counties could be amply and properly provided for by finding proper persons in the division, and thus materially curtail the expenses of the election. I cannot help saying this, I have seen some cases where the travelling expenses amounted to twice or three times as much as the four guineas that was offered for doing the work. Therefore, if I was acting sheriff I should never go out of the division. Perhaps the under sheriff might look a little to his friends and so on, and in addition to that I certainly must say that, of course, he is responsible for the election, and that is a serious matter. I do not for a moment see why he could not find competent men in the division. There can be no difficulty at all. I do not wish to say a word about professional men being employed, but I know in other districts, in particular in the county of York, where they were not of that class, but were men in a different position altogether. I believe there is no doubt that the Act will have to be altered. There is a great deal in it which, if it had been more specific, would have saved a great deal of trouble. The reason for that conclusion was that if the Act had intended travelling expenses it would have been so expressed, and as no such expression was given that goes a long way to show that it was never intended that the presiding officers should be paid both ways. But I do hope that the great difficulty will be got over. There was an Act passed last session, but it does not alter this at all. It only enables you to appeal from this court to a higher court on this question of expenses. I may say that in our county there was an application made to the quarter sessions for more polling places, and I know one or two of our Yorkshire members are prepared to take action in this matter. Probably a Bill will be brought in on this subject. They wanted more polling booths, and the answer to that was "Yes, of course, if you do that you will add to the expenses of the candidates." They said "No, because instead of giving four guineas for the presiding officer you can get a perfectly competent man for half that sum." And that was rather a good answer. It seems a little odd that when elections cost thousands instead of hundreds there was not this objection at all.



## LEGAL APPOINTMENTS.

Mr. MILES WALKER MATTINSON, barrister, who has been appointed Recorder of the Borough of Blackburn, is the only son of Mr. Thomas Mattinson, of Newcastle-upon-Tyne. He was called to the bar at Gray's-inn in Easter Term, 1874, and he practises on the Northern Circuit and at the Westmoreland, Cumberland, and Carlisle Sessions.

Mr. WILLIAM ARTHUR WATTS, solicitor, of St. Ives, has been appointed a Perpetual Commissioner for Cambridgeshire and Huntingdonshire for taking the Acknowledgments of Deeds by Married Women.

Mr. HENRY FAIRFAX HARVEY, solicitor (of the firm of Moore & Harvey), of Wimborne, Blandford, and Bournemouth, has been appointed a Perpetual Commissioner for Dorsetshire and Hampshire for taking the Acknowledgments of Deeds by Married Women.

Mr. JOHN CHUTE NELIGAN, Q.C., has been appointed a Member of the Royal Commission on the Irish Land Acts. Mr. Neligan was called to the bar at Dublin in 1849. He became a Queen's Counsel in 1874, and he is county court judge and chairman of quarter sessions for King's County, Longford, Meath, and Westmeath.

Mr. FRANCIS GEORGE HODDER, barrister, has been appointed Secretary to the Royal Commission on the Irish Land Acts. Mr. Hodder was called to the bar at Dublin in 1871. He was for several years an assistant land commissioner.

Mr. GEORGE HIGINBOTHAM, senior puisne judge of the Supreme Court of Victoria, who has been appointed Chief Justice of that Colony, in succession to Sir William Foster Stawell, resigned, is the sixth son of Mr. Henry Higinbotham, of Dublin. He was born in 1827, and he was educated at Trinity College, Dublin. He was called to the bar at Lincoln's-inn in Trinity Term, 1853. He was for some time vice-president of the Victoria Board of Land and Works. He was Attorney-General of Victoria from 1863 till 1865, and he was appointed a puisne judge of the Supreme Court in 1880.

Mr. HECTOR MACLEOD, advocate, has been appointed Chief Justice of the Gold Coast Colony, in succession to Mr. Newman Lesingham Bailey, deceased.

Mr. JUSTICE DAY has been appointed Chairman of the Royal Commission to inquire into the Riots at Belfast.

Mr. NICHOLAS ATKINSON, Solicitor-General of British Guiana, has been appointed a Puisne Judge of the Supreme Court of that Colony. Mr. Justice Atkinson is the second son of Mr. Nicholas Atkinson, of Hull, and was born in 1834. He was called to the bar at the Inner Temple in Trinity Term, 1867. He has been Solicitor-General of British Guiana since 1874.

Mr. WILLIAM PRICE HUGHES, solicitor (of the firm of Hughes & Brown), of Worcester, has been appointed a Perpetual Commissioner for Worcestershire and the City of Worcester for taking the Acknowledgments of Deeds by Married Women.

Mr. ROBERT KEATHE ALVES ELLIS, solicitor, of Sunderland and Seaham, has been appointed a Magistrate for the borough of Sunderland. Mr. Ellis was admitted a solicitor in 1862. He is clerk to the county magistrates at Seaham, registrar of the Sunderland County Court, and district registrar under the Judicature Acts.

Mr. CHARLES JUPP, solicitor (of the firm of Stocken & Jupp), of No. 48, Lime-street, in the City of London and of Croydon, Surrey, has been appointed a Commissioner to take the Acknowledgments of Married Women for the Cities of London and Westminster and Counties of Middlesex and Surrey. Mr. Jupp was admitted in 1863.

Mr. ST. AUBYN ANGOVE, solicitor, of Lonsdale Chambers, 27, Chancery-lane, has been appointed a Commissioner for taking the Acknowledgments of Married Women for the Counties of Middlesex and Surrey, the City and Liberties of Westminster, and the City of London.

## OBITUARY.

## MR. WILLIAM HENRY ROWLAND.

Mr. William Henry Rowland, solicitor, of Croydon, died suddenly on the 19th ult. Mr. Rowland was admitted a solicitor in 1844, and he formerly practised at Ramebury, Wiltshire, where he held the office of clerk to the county magistrates. He afterwards removed to Croydon, and in 1868 he was appointed by Judge Stonor, registrar of the Croydon County Court (Circuit No. 44), which office he held until his death. He was a perpetual commissioner for the county of Surrey, and he had an extensive private practice. On the creation of a commission of the peace for Croydon Mr. Rowland was appointed a borough magistrate, and he was engaged in the discharge of his magisterial duties on the day preceding his death.

## MR. JOHN WALKER.

Mr. John Walker, solicitor (of the firm of Walker, Smith, & Way), of Chester, died on the 19th ult., in his seventy-sixth year. Mr. Walker was born in 1810. He was admitted a solicitor in 1831, and he shortly afterwards commenced to practise at Chester. He had an extensive pri-

vate business, and he was a perpetual commissioner for Cheshire and the city of Chester. He was, at the time of his death, associated in partnership with Mr. Samuel Smith and Mr. Norris Alfred Ernest Way. Mr. Walker was elected town clerk of Chester in 1857, and he was also clerk of the peace for the city.

## MR. HENRY WILLIAM RAVENSCROFT.

Mr. Henry William Ravenscroft, solicitor (of the firm of Ravenscroft, Hills, & Woodward), of 15, John-street, Bedford-row, died at his residence, 1, Sandringham-gardens, Ealing, on the 12th ult., in his eighty-third year. Mr. Ravenscroft was the youngest son of the Rev. William Ravenscroft, and was born in 1804. He served his articles with his brother-in-law, the late Sir George Stephen, and he was admitted a solicitor in 1831. He had practised in London for nearly fifty-five years, and he had been associated in partnership with the late Mr. Lilburne Hills, and with Mr. Harry Woodward. His firm are the London agents of the United States Law Association.

## LEGAL NEWS.

An Order in Council has been issued giving effect to the convention concluded on June 2 last with Germany with regard to copyright in works of literature and art.

From a blue-book published on Saturday it appears that in the year 1885 there were formed 1,482 companies in the United Kingdom. The total nominal share capital was £119,222,961, which is less than the capital of any year since 1879.

A statue of Grotius was unveiled at Delft on Saturday. M. de Beaufort, member of the Dutch Chamber, pointed out in his inaugural oration that the great work of Grotius had led to the foundation of the first chair of International Law at Heidelberg. In the evening the market-place and town-hall were brilliantly illuminated.

The judges, Cave and Day, JJ., have fixed the following dates for holding the autumn assizes on the Northern Circuit:—Carlisle, Monday, October 25; Manchester, Thursday, October 23; Liverpool, Saturday, November 6. Prisoners only will be tried at Carlisle, but both civil and criminal business will be taken at Manchester and Liverpool.

Mr. Staveley Hill gave notice in the House of Commons on Saturday of his intention to ask leave next session to introduce a Bill to limit the creation of life estates in respect of real property, and to provide for a like distribution in cases of intestacy of real and personal estates.

## COMPANIES.

## WINDING-UP NOTICES.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

LONDON AND LEEDS BANK, LIMITED.—Petition for winding up, presented Sept 24, directed to be heard before the Vacation Judge on Oct 6. Summerhays, Old Broad st, solicitor for the petitioners.

SHALTYHAM SLATE COMPANY, LIMITED.—Petition for winding up, presented Sept 21, directed to be heard before the Vacation Judge on Oct 6. Lickorish and Bellard, Queen Victoria st, solicitors for the petitioners.

UNIVERSAL PLATE GLASS INSURANCE COMPANY, LIMITED.—Petition for winding up, presented Sept 21, directed to be heard before the Vacation Judge on Oct 6. Robinson and Co, Lincoln's Inn fields, agents for Fitter, Birmingham, solicitor for the petitioner.

[Gazette, Sept. 24.]

GENERAL LOAN, DISCOUNT, LAND, AND MORTGAGE COMPANY, LIMITED.—By an order made by Chitty, J., dated Aug 3, it was ordered that the company be wound up. Rawlings, Walbrook, solicitor for the petitioner.

HAWARD BROTHERS, LIMITED.—Petition for winding up, presented Sept 23, directed to be heard before the Vacation Judge on Oct 6. Trollope, Parliament st, Westminster, solicitor for the petitioner.

HULL WAGON WORKS COMPANY, LIMITED.—Petition for winding up, presented Sept 24, directed to be heard before North, J., on Oct 30. Redpath and Holdsworth, Bush lane, agents for Shackles and Son, Kingston upon Hull, solicitors for the petitioners.

LONDON AND LEEDS BANK, LIMITED.—Petition for winding up, presented Sept 24, directed to be heard before the Vacation Judge on Oct 6. Birchall, Mark lane, solicitor for the petitioner.

LONDON AND LEEDS BANK, LIMITED.—Petition for winding up, presented Sept 27, directed to be heard before the Vacation Judge on Oct 6. Lickorish and Bellard, Queen Victoria st, solicitors for the petitioner.

[Gazette, Sept. 25.]

## STANNARIES OF CORNWALL.

## LIMITED IN CHANCERY.

SHEPHERDS UNITED, LIMITED.—Petition for winding up, presented Sept 21, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Oct 6 at 12. Hodge and Co, Truro, agents for Wild and Co, Iron-monger lane, solicitors for the petitioner.

[Gazette, Sept. 25.]

## FRIENDLY SOCIETY DISSOLVED.

CARDIFF STREAM TUG PROVIDENT SOCIETY, Evelyn street Gospel Hall, Cardiff. Sept 20.

[Gazette, Sept. 25.]

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—(ADVT.)

FURNISH ON NORMAN & STACEY'S HYPER PURCHASE SYSTEM; No Deposit 1, 2, or 3 years; 60 wholesale firms. Offices, 75, Queen Victoria-street, E.O. Branches at 121, Pall Mall, S.W., and 4, Liverpool-street, E.C.—(ADVT.)

## CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP 36.  
LAST DAY OF CLAIM.

BAKEE, CHARLES, St John's rd, Upper Holloway, Gent. Oct 22. Maskell, Gt James st

BENDALL, JAMES, Woodbridge, Suffolk, Ironfounder. Nov 15. Welton, Woodbridge

BENHAM, FRANCIS, Pottton, Bedford, Common Brewer. Nov 13. Leeds Smith, Sandy

BRUCE, THOMAS, Goswell rd, Licensed Victualler. Oct 31. Bannister, Basinghall st

CHARLTON, ANN, North Shields. Nov 11. Dale, North Shields

CUTTLE, CHARLES RANDOLPH, Hemsworth, nr Pontefract, Auctioneer. Nov 1. Wilson and Lenthall, Wakefield

DEANE, WILLIAM ANTHONY, Webbery, Alverdiscott, Devon, Esq. Oct 31. Palmer and Co, Trafalgar sq

ELLS, JOHN, Liverpool, Ship Chandler. Oct 1. Jevons and Ryley, Liverpool

FRANCIS, ALFRED, Colchester, Essex, Merchant. Sept 27. Pope and Co, Colchester

FULTON, HAMILTON HENRY, Bedford House, Acton. Oct 31. Squarey, Birkenhead

GILMAN, THOMAS, Short Heath, nr Erdington, Warwick, Oil and Colour Merchant. Nov 13. Ansell and Ashford, Birmingham

GIRLING, MARY, Seaford, Norfolk. Nov 1. Cooper and Norgate, Dereham

HANSON, ESAT, Halifax, Cotton Spinner. Oct 31. Wavell and Co, Halifax

HOLLAND, SUBANAH, Tabard st, Newington. Oct 31. Woodroffe, Gt Dover st, Southwark

KING, RICHARD, Laneham, Nottingham, Gent. Nov 8. Jones and Wells, East Retford

KING, ROBERT, Westbourne pk villa, Warehouseman. Dec 10. Roberts and Co, Lime st

MALIN, STEPHEN, Leamington. Warwick, Gent. Nov 30. Berridge and Miles, Leicester

MARTIN, LUCETTA FRANCES, Epsom, Surrey. Nov 1. Lockyer and Dinn, Gresham bldgs

MOORE, Rev GEORGE BRIDGES, Tunstall Rectory, Kent, Clerk. Oct 23. Lambert and Griffith, Bedford row

MORRISON, WILLIAM, Portland cottages, Kensington, Mason. Oct 15. Child and Norton, Sloane st

PALMER, THOMAS, Swaffham, Norfolk, Solicitor. Nov 1. Cooper and Norgate, Dereham

READER, JOHN, Hilldrop crescent, Camden town, Gent. Nov 15. Layton and Co, Budge row

RICKMAN, WILLIAM CHARLES, Lithanger, Empshot, Southampton, Esq. Nov 1. Randall and Bucknill, Gray's inn pl

ROFFY, SAMUEL KNIGHT, Calf Heath, nr Wolverhampton, Gent. Nov 1. Saxton and Moreau, Somerset st, Portman sq

SEYMOUR, HENRY, Nottingham, Gent. Oct 16. Parsons and Son, Nottingham

SHAW, JOHN, Kingston upon Hull, Clothier. Dec 10. Thompson and Co, Hull

SHEPHERD, JOSEPH, Carlton, Nottingham, Carter. Oct 20. Kirkland, Southwell

THOMPSON, WILLIAM, Ashton under Lyne, Tailor. Oct 15. Gartside and Robinson, Ashton under Lyne

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ALCOCK, GEORGE, Everton, nr Liverpool, Copper Plate Printer. Oct 15. Neale, Liverpool

ALDERSON, CHARLES, Sunderland, Gent. Nov 1. Steel, Sunderland

AMOEY, MARY, Hastings. Nov 1. Thorpe, John st, Bedford row

ARCHER, JOHN, Edgbaston, Birmingham, Surgeon. Dec 24. Johnson and Co, Birmingham

BARNSLEY, GEORGE, Nether Water, nr Little Hucklow, Farmer. Oct 16. Bagshaw and Hall, Sheffield

BARNSLEY, RICHARD, Nether Water, nr Little Hucklow, Derby, Farmer. Oct 16. Bagshaw and Hall, Sheffield

BATE, WILLIAM, Claxton, Norfolk, Gent. Nov 1. Copeman and Cadge, Loddon, Norwich

BIGGS, WILLIAM, Wing, Buckingham, Gent. Nov 3. Newton and Co, Leighton Buzzard

BLACKWELL, JAMES, Prescott, Lancashire, Solicitors' Clerk. Oct 16. Oswald Davidson, South Shields

BLOMLEY, THOMAS, Rochdale, Woollen Mill Manager. Oct 23. Standing and Taylor, Rochdale

BROWN, ALAN, Dursley. Dec 17. Welford, Consett

CHAPMAN, THOMAS, Sheffield, Gent. Nov 1. Clegg and Sons, Sheffield

CORRIE, RICHARD, Lavender hill, Surrey. Oct 31. Lickorish and Bellord, Queen Victoria st

CORRIE, JAMES, Liverpool, Licensed Victualler. Oct 31. Madden and James, Liverpool

EDMALL, FREDERICK ANTONIO, Wimbledon, Surrey, Esq. Nov 1. Paine and Co, St Helen's

ELLAKS, JAMES, Wotton, nr Liverpool, Gent. Oct 15. Goffey and Co, Liverpool

EVANS, MARGARET, Liverpool. Oct 14. Madden and James, Liverpool

EVANS, MARY, Shrewsbury. Oct 7. Sprout and Co, Shrewsbury

FAGAN, MICHAEL, Consett row, Wandsworth rd, Licensed Victualler. Oct 30. Child, Paul's Bakehouse ct, Doctors' commons

HARTLEY, JAMES, Sunderland, Esq. Nov 1. Steel, Sunderland

HODGSON, JOHN, Goddard Hall, Sheffield, Gent. Dec 1. Rodgers and Co, Sheffield

HOWKIN, JOHN, Malvern rd villa, Kilburn. Nov 2. Lamarine Yates, Chancery lane

HUTCHINSON, GEORGE, Crews, Chester, Publican. Dec 23. Cooke, Crews

LEWIS, FRANCIS EDWARD, Bishop's rd, Westbourne Mt. Nov 4. Hatwood and Stephenson, Lombard st

LEWIS, JAMES, Farnham, West Derby, nr Liverpool, Gent. Oct 11. Radcliffe and M. Smith, Liverpool

LOCK, ELIZABETH, Charing Cross, Birkenhead. Oct 29. Haigh and Co, Liverpool

PEARSON, HENRY, Lowerwater, Cumberland. Oct 14. Benson, Cockermouth, Cumberland

RICHARDSON, RICHARD, Capenhurst, Chester, Clerk. Nov 1. Potts and Roberts, Chester

SLADE, GEORGE, West Cowes, Isle of Wight, Cattle Dealer. Oct 18. Way Buckell, Newport

TORRINGTON, EDWARD, Downshire hill, Hampstead, Gent. Mar 1. Mote and Son, North sq, City's lane

TRICK, WILLIAM, Spencey House, nr Harrogate, Brewer. Oct 15. Richardson and Pym, Harrogate

WARD, CAROLINE, Alverton rd, Mile End, Oct 30. ALDING, Chesapeake

WARD, JOHN THOMAS, Victoria pk sq, Rednal green, Finsbury. Oct 30. Anning, Chesapeake

[Gazette, Sept. 21.]

ALFORD, JOHN, Walsingham, Norfolk, Esq. Oct 17. Knight and Son, Newcastle under Lyne

ARMON, MICHAEL, Burnham, Somerset, Carpenter. Nov 1. Board, Burnham

BALD, GEORGE, Woodstock villa, Tottenham, Grocer. Oct 26. Gush and Co, Finsbury circus

BOURNE, JOHN, Highbury New park, Gent. Nov 4. Mills and Co, Brunswick place, City rd

CORDEBY, CHARLES, Watford, Herts, Baker. Nov 25. Sedgwick and Co, Watford

DAVIES, HARRY HARRIES, Rumney, Monmouth, Licensed Victualler. Nov 12. Linton and Keshole, Cardiff

ELLWOOD, JOHN, Stamford rd, Kingsland. Oct 25. Pearson, Southampton st, Bloomsbury sq

FOLL, HATTIE, Chobham, Surrey, Gent. Nov 10. Benning and Son, Dunstable

FAY, THOMAS HENRY, Oakleigh, North Finchley, Sugar Dealer. Oct 23. Walls and Co, Queen Victoria st

GRIFFITHS, EDWARD, Bassaleg, Monmouth, Farmer. Nov 1. Williams, Cardiff

GRABFORD, ELIZABETH, Ombersley rd, Worcester. Oct 25. Williams, Grays

HOCKLEY, DANIEL, Barking, Essex, Draper. Nov 10. Sheffield and Co, Cullum st, Fenchurch st

JACKSON, PETER, Berrylands rd, Surbiton, Gent. Oct 27. Guillaume and Sons, Salisbury sq

JOLLIFFE, HARRIET, Woodlands, Sidmouth, Devon. Nov 13. Matthews, Bedford row

JONES, ROBERT EDWARD, Brockley rd, Lewisham. Oct 24. Newton and Down, High st, Lewisham

KERRY, ELIZA, Helston, Cornwall. Oct 6. Tyacke, Helston

MEEDS, GEORGE, Frithville, Lincoln, Farmer. Oct 1. Rice and Co, Boston

NATHAN, JONAH, Pembroke sq, Bayswater, Esq. Oct 30. Spyer and Son, New Broad st

PAYNE, CHARLES, Larkhall Rise, Clapham, Esq. Dec 21. Houghtons and Byfield, Gracechurch st

PEAKE, THOMAS, Newcastle under Lyme, Bookseller. Oct 17. Knight and Son, Newcastle under Lyme

SHESTON, JOSEPH, Northwood, Hanley. Oct 30. Challinors, Hanley

TANKER, MARY ELIZABETH, Fouldon Lodge, Upper Clapton. Nov 1. Gallati, Lombard ct, Gracechurch st

UNITE, WILLIAM ROBERT, Adelaide rd, Uxbridge rd, Van Proprietor. Oct 24. Davis and Davies, Chancery lane

WAY, JANE ELIZABETH, St Leonard's, Sussex. Oct 30. Gush and Co, Finsbury circus

WILKINS, WILLIAM JAMES, East India rd, Poplar, Shoemaker. Oct 21. Marsh, Fen ct, Fenchurch st

[Gazette, Sept. 24.]

## LONDON GAZETTES.

## BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

FRIDAY, Sept. 24, 1886.

Barter, Henry, London wall, Commission Agent. Sept 18

Cooper, Eliza Frances Henrietta, Widecombe in the Moors, Ashburton, Devon. July 15

## THE BANKRUPTCY ACT, 1883.

FRIDAY, Sept. 24, 1886.

## RECEIVING ORDERS.

Astley, Charles James Dukinfield, Gt Grimsby, Smack Owner. Gt Grimsby. Pet Sept 20. Ord Sept 20. Exam Oct 13 at 11 at Townhall, Grimsby

Bate, William, Broseley, Salop, Potter. Madeley. Pet Sept 21. Ord Sept 21. Exam Oct 20

Baylis, Henry Thomas, Stratford, Essex, Auctioneer. High Court. Pet Aug 9. Ord Sept 21. Exam Nov 10 at 1 at 34, Lincoln's inn fields

Bellis, John, Liverpool, Coal Merchant. Liverpool. Pet Aug 31. Ord Sept 22. Exam Oct 4 at 12 at Court house, Government bldgs, Victoria st, Liverpool

Buckley, Fred, Ravensthorpe, Yorks, Bookkeeper. Dewsbury. Pet Sept 20. Ord Sept 20. Exam Oct 20

Buckley, Joseph, Oldham, Joiner. Oldham. Pet Sept 21. Ord Sept 21. Exam Oct 12 at 12

Buckmaster, Twidell William, Cranfield, Bedfordshire, Farmer. Bedford. Pet Sept 22. Ord Sept 22. Exam Oct 13

Burnett, John, Barrow in Furness, Baker. Ulverston and Barrow in Furness. Pet Sept 9. Ord Sept 22. Exam Oct 13 at 2.45 at Townhall, Barrow in Furness

Buttfield, Archibald George, King William st, Accountant. High Court. Pet July 14. Ord Sept 21. Exam Nov 10 at 1 at 34, Lincoln's inn fields

Clarke, Francis Clisby, Mark lane, Colour Manufacturer. High Court. Pet Sept 21. Ord Sept 21. Exam Nov 17 at 11.30 at 34, Lincoln's inn fields

Copland, Robert, Amble, Northumberland, Plumber. Newcastle on Tyne. Pet Sept 20. Ord Sept 20. Exam Sept 30 at 11

Cousins, Henry, New Basford, Nottingham, Lace Maker. Nottingham. Pet Sept 22. Ord Sept 22. Exam Oct 19

Denison, Frederick William, Kingston upon Hull, Wine Merchant. Kingston upon Hull. Pet Sept 10. Ord Sept 20. Exam Oct 18 at 2 at Court house, Townhall, Hull

Dove, Henry, Warwick grove, Surbiton Hill, Cabinet Maker. Kingston, Surrey. Pet Sept 20. Ord Sept 21. Exam Oct 15

Easterbrook, Walter, and George Henry Hamnall, Terrace, Chiswick, Signal Makers. Brentford. Pet Aug 8. Ord Sept 21. Exam Nov 3 at 2.30

Edwards, Charles Hugh, Harborne, Staffordshire, Solicitor. Birmingham. Pet Sept 22. Ord Sept 22. Exam Oct 21 at 2

Ellison, William, Bradford, Jeweller. Bradford. Pet Sept 21. Ord Sept 22. Exam Nov 3

Fleming, George, Percy Main, Northumberland, Painter. Newcastle on Tyne. Pet Sept 20. Ord Sept 20. Exam Sept 30 at 11.30

Fishes, Emma, Wolverhampton, Newspaper Agent. Wolverhampton. Pet Sept 21. Ord Sept 21. Exam Oct 19

Forrow, Richard, Eastbourne, Carpenter. Lewes and Eastbourne. Pet Sept 20. Ord Sept 20. Exam Oct 20

Gale, John James, Whitehaven, Cumberland, Joiner. Whitehaven. Pet Sept 18. Ord Sept 20. Exam Oct 4 at 3

Galli, Andrea Joseph, and Thomas Hauxworth, Leeds, Jewellers. Leeds. Pet Sept 21. Ord Sept 21. Exam Oct 19

Gregson, Thomas, Graves, Maryport, Cumberland, Grain Merchant. Cockermouth and Workington. Pet Sept 18. Ord Sept 18. Exam Oct 11 at 9.30 at Court house, Cockermouth

Hine, John, Aspatria, Cumberland, Miller. Carlisle. Pet Sept 20. Ord Sept 20. Exam Oct 4 at 11 at Court house, Carlisle

Hodnett, James, Stamford hill. High Court. Pet Sept 8. Ord Sept 22. Exam Oct 29 at 11.30 at 34, Lincoln's inn fields

Holland, William Walter, Southsea, Bootmaker. Portsmouth. Pet Sept 21. Ord Sept 21. Exam Oct 11

Homes, Charles Alfred, Pitt st, Barnsley, Wine Merchant. Barnsley. Pet Sept 21. Ord Sept 21. Exam Oct 14 at 11.30

Hopkin, Abraham, Kirkley, Suffolk, Miller. Gt Yarmouth. Pet Aug 27. Ord Sept 22. Exam Oct 19 at 11 at Townhall, Gt Yarmouth

Illingworth, Benjamin, Dewsbury, Yorks, Contractor. Dewsbury. Pet Sept 1. Ord Sept 20. Exam Oct 26

Jeffery, Henry, Landport, Hampshire, Baker. Portsmouth. Pet Sept 21. Ord Sept 21. Exam Oct 11

Jenney, Joseph, Huddersfield, Clothier. Huddersfield. Pet Sept 21. Ord Sept 21. Exam Oct 12 at 11



Jump, William, Lower Tranmere, Cheshire, Baker. Birkenhead. Pet Sept 20. Ord Sept 20. Exam Oct 6 at 11.  
 Kirkman, Peter, Bolton, Lancashire, Baker. Bolton. Pet Sept 7. Ord Sept 20. Exam Oct 11 at 11.  
 Laver, Charles, Strand, Licensed Victualler. High Court. Pet Sept 21. Ord Sept 21. Exam Nov 11 at 12 at 34, Lincoln's inn fields.  
 Leach, John, Martock, Somersetshire, Solicitor. Yeovil. Pet Sept 6. Ord Sept 20. Exam Oct 7.  
 Lialter, Isaac, inn, Mile End rd, Sponge Merchant. High Court. Pet Sept 20. Ord Sept 20. Exam Nov 11 at 12 at 34, Lincoln's inn fields.  
 Marsden, Abraham, Sherburn, Yorks, Farmer. York. Pet Sept 22. Ord Sept 23. Exam Oct 22 at 11.30 at Guildhall, York.  
 Matthews, Peter, Barrow in Furness, Butcher. Ulverston and Barrow in Furness. Pet Sept 20. Ord Sept 20. Exam Oct 6 at 2.45 at Townhall, Barrow in Furness.  
 McKewen, Margaret, North Andley st, Outfitter. High Court. Pet Sept 21. Ord Sept 21. Exam Nov 11 at 12 at 34, Lincoln's inn fields.  
 Middleton, James, Bowness, Westmoreland, Painter. Kendal. Pet Sept 20. Ord Sept 21. Exam Oct 9 at 2 at Court house, Townhall, Kendal.  
 Mitchell, George, Bungay, Suffolk, Merchant's Clerk. Great Yarmouth. Pet Sept 8. Ord Sept 22. Exam Oct 19 at 11 at Townhall, Great Yarmouth.  
 Morgan, Samuel, Lampeter, Cardiganshire, Farmer. Carmarthen. Pet Sept 20. Ord Sept 21. Exam Oct 12.  
 Ousman, Edward, Wolston, nr Coventry, Farmer. Coventry. Pet Sept 18. Ord Sept 20. Exam Oct 20.  
 Ousman, Edward Butlin, Wolston, nr Coventry, Agent for Threshing Machines. Coventry. Pet Sept 18. Ord Sept 20. Exam Oct 18.  
 Quiller, John, Morice Town, Devon, Shoemaker. East Stonehouse. Pet Sept 20. Ord Sept 20. Exam Oct 13 at 11.  
 Rivett, William, Huddon, Suffolk, Beer-seller. Cambridge. Pet Sept 12. Ord Sept 22. Exam Sept 26 at 2.  
 Robinson, Stephen, Great Hallingbury, Essex, Farmer. Hertford. Pet Sept 21. Ord Sept 21. Exam Oct 20.  
 Rowley, Seth, Osetts, Yorks, Woolstapler. Dewsbury. Pet Sept 5. Ord Sept 20. Exam Oct 16.  
 Rubinstein, Samuel, Newcastle on Tyne, Auctioneer. Newcastle on Tyne. Pet Sept 22. Ord Sept 22. Exam Oct 5 at 11.  
 Russell, Robert, Whitley, Butcher. Stockton on Tees and Middlesbrough. Pet Sept 18. Ord Sept 18. Exam Sept 29.  
 Siddell, Joseph, Sunderland, Fish Salesman. Sunderland. Pet Sept 9. Ord Sept 20. Exam Oct 14.  
 Scott, William, Gatesborough, Coal Dealer. Lincoln. Pet Sept 20. Ord Sept 20. Exam Oct 13 at 2.30 at Sessions House, Lincoln.  
 Smith, Thomas, William Smith, 4 Thomas Smith, jun, Butcher, nr Birmingham, Manufacturers of Tools. Birmingham. Pet Sept 20. Ord Sept 20. Exam Oct 19.  
 Sterling, William, Gt Yarmouth, Wine Merchant's Clerk. Gt Yarmouth. Pet Sept 20. Ord Sept 20. Exam Oct 19 at 11 at Townhall, Gt Yarmouth.  
 Thomas, Griffith, Swansea Valley, Licensed Victualler. Nenth. Pet Sept 21. Ord Sept 21. Exam Oct 6 at 10.30 at Townhall, Nenth.  
 Tucker, John Hubert, Bridgend, Builder. Cardiff. Pet Sept 6. Ord Sept 20. Exam Oct 5 at 2.  
 Turner, William, Blackburn, Draper. Blackburn. Pet Sept 20. Ord Sept 20. Exam Oct 5 at 11.30 at County Court house, Blackburn.  
 Wale, William, Bath, Cattle Dealer. Bath. Pet Sept 18. Ord Sept 20. Exam Oct 7.  
 Walkinshaw, Arthur, Birmingham, Fruiterer. Birmingham. Pet Sept 21. Ord Sept 21. Exam Oct 21 at 2.  
 Welwood, Alexander Henry Maconochie, Sinclair rd, Addison pk, Gent. High Court. Pet Sept 16. Ord Sept 22. Exam Nov 2 at 12 at 34, Lincoln's inn fields.  
 Wotton, John Endacott, West Bromwich, House Painter. Oldbury. Pet Sept 20. Ord Sept 21. Exam Oct 18.

## FIRST MEETINGS.

Bate, William, Broseley, Salop, Potter. Oct 20 at 11.30. County Court, Madeley.  
 Beacham, John Edward, New Tredegar, Mon, Grocer. Oct 1 at 3. Official Receiver, Merthyr Tydfil.  
 Beacon, Alfred George, Birmingham, Stationer. Oct 6 at 12. Official Receiver, Bankruptcy bds, Lincoln's inn.  
 Brown, George, Birmingham, Brassfounder. Oct 5 at 11. Official Receiver, Birmingham.  
 Buckley, Joseph, Oldham, Joiner. Oct 5 at 3. Official Receiver, Priory chmbrs, Union st, Oldham.  
 Buss, Benjamin Thomas, Dover, Draper. Oct 2 at 11. Official Receiver, 11 Bank st, Ashford.  
 Cave, Sarah Jane, Brunswick sq, Lodging house Keeper. Oct 6 at 1. 33, Carey st, Lincoln's inn.  
 Copland, Robert, Amble, Northumberland, Plumber. Oct 2 at 10.30. Official Receiver, Pink lane, Newcastle on Tyne.  
 Denison, Frederick William, Kingston upon Hull, Wine Merchant. Oct 2 at 11. Official Receiver, Lincoln's inn bds, Bowdley lane, Hull.  
 Fleming, George, Percy Main, Northumberland, Painter. Oct 2 at 11. Official Receiver, Pink lane, Newcastle on Tyne.  
 Forrow, Richard, Eastbourne, Carpenter. Oct 6 at 2. 66a, Terminus rd, Eastbourne.  
 Foster, Walter William, Newbury, Berks, Tailor. Oct 4 at 3.30. 75, Northbrook st, Newbury.  
 Forbes, Emma, Wolverhampton, Newspaper Agent. Oct 5 at 10.30. Official Receiver, St Peter's close, Wolverhampton.  
 Fox, Charles James, Bishopsgate st Wilkin, Contractor. Oct 6 at 11. Bankruptcy bds, Portugal st, Lincoln's inn.  
 Gale, John James, Whitehaven, Joiner. Oct 4 at 12. 67, Duke st, Whitehaven.  
 Gaunt, Joseph, Western st, Barnsley, Watchmaker. Oct 4 at 10.30. Official Receiver, 3, Eastgate, Barnsley.  
 Gough, Edward, Shrewsbury, Licensed Victualler. Oct 19 at 11.30. Law Society, Talbot chmbrs, Shrewsbury.  
 Grant, Charles Andrew, Oxford ter, Sydenham rd, Sydenham, Grocer. Oct 1 at 12. Official Receiver, 107, Victoria st, Westminster.  
 Gregson, Thomas Graves, Maryport, Cumberland, Grain Merchant. Oct 2 at 12. 67, Duke st, Whitehaven.  
 Grovelsky, Lazarus, Liverpool, Draper. Oct 5 at 2. Official Receiver, 25, Victoria st, Liverpool.  
 Harris, John, Whitstable, Kent, Farmer. Oct 1 at 11. 32, St George's st, Canterbury.  
 Hart, Jonathan, and Charles William Brier, Downbury, Yorks, Contractors. Oct 1 at 2.30. Official Receiver, Bank chmbrs, Batley.  
 Hine, John, Aspatris, Cumberland, Miller. Oct 4 at 12. Official Receiver, 31, Fisher st, Carlisle.  
 Holland, William Walter, Southsea, Bootmaker. Oct 11 at 1. Official Receiver, 166, Queen st, Portsea.  
 Hutchings, William, Birmingham, Boot Dealer. Oct 6 at 11. Official Receiver, Birmingham.  
 Ingledey, George, Woolwich, Surgeon. Oct 1 at 2. Official Receiver, 106, Victoria st, Westminster.  
 Jeffery, Henry, Landport, Baker. Oct 11 at 4. Official Receiver, 106, Queen st, Portsea.  
 Joseph, Joseph, Huddersfield, Clothier. Oct 5 at 3. Haigh and Son, Solicitors, New st, Huddersfield.  
 Kent, Edward Jonah, Batley, Yorks, Grocer. Oct 1 at 4. Official Receiver, Bank chmbrs, Batley.

Kirkman, Peter, Bolton, Lancashire, Baker. Oct 4 at 3. 16, Wood st, Bolton.  
 Leach, John, Martock, Somerset, Solicitor. Oct 4 at 1. Three Choughs Hotel, Yeovil.  
 Leach, Richard, Liverpool, Joiner. Oct 5 at 1. Official Receiver, 35, Victoria st, Liverpool.  
 Marples, Charles Belk, Holmfirth, Yorks, out of business. Oct 1 at 11. Haigh and Sons, Solicitors, New st, Huddersfield.  
 Merrells, Arthur, Stockton on Tees, Confectioner. Oct 5 at 11. Official Receiver, 8, Albert rd, Middlesbrough.  
 Morgan, Samuel, Lampeter, Cardiganshire, Farmer. Oct 1 at 12. Black Lion Hotel, Lampeter.  
 Norburn, Thomas, Cotterstock, Northamptonshire, Farmer. Oct 7 at 3. Talbot Hotel, Oundle.  
 Notley, Walter Samuel, Hepworth, Suffolk, Farmer. Oct 2 at 1.30. Official Receiver, 2, King st, Norwich.  
 Ousman, Edward, Wolston, nr Coventry, Farmer. Oct 2 at 11. Official Receiver, 17, Hertford st, Coventry.  
 Ousman, Edward Butlin, Wolston, nr Coventry, Agent for Threshing Machines. Oct 2 at 11.45. Official Receiver, 17, Hertford st, Coventry.  
 Quiller, John, Morice Town, Devon, Shoemaker. Oct 4 at 11. Official Receiver, 18, Frankfort st, Plymouth.  
 Raines, Maria Louisa, and Charles Raines, Wells, Farmers. Oct 6 at 1. Welsh and Sons, Solicitors, Wells.  
 Rattenbury, John, Cardiff, Boot Dealer. Oct 1 at 12. Official Receiver, 28, Friar lane, Leicester.  
 Reading, William, Ramsgate, Shipwright. Oct 1 at 2.30. 32, St George's st, Canterbury.  
 Rees, George Richards Graham, Beaumaris, Anglesey, Gent. Oct 6 at 3. Queen's Head Cafe, Bangor.  
 Rexworthy, John Shree, Clifton, Bristol, Restaurant Keeper. Oct 5 at 12.30. Official Receiver, Bank chmbrs, Bristol.  
 Rivett, William, Huddon, Suffolk, Beer-seller. Oct 5 at 2.45. C F Freeman, High st, Haverhill.  
 Roberts, David, Liverpool, Bootmaker. Oct 5 at 12. Official Receiver, 35, Victoria st, Liverpool.  
 Roberts, Robert, Liverpool, Builder. Oct 5 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Rogers, Alfred, Falmouth, Builder. Oct 2 at 12. Official Receiver, Boscawen st, Truro.  
 Rutherford, Samuel, Newcastle on Tyne, Auctioneer. Oct 6 at 11. Official Receiver, Pink lane, Newcastle on Tyne.  
 Smith, Joseph Melland, Hengrad, Glamorganshire, Railway Contractor. Oct 4 at 2.30. Spencer and Reeves, Mount Pleasant, Tunbridge Wells.  
 Thomas, Griffith, Swansea Valley, Licensed Victualler. Oct 4 at 11. Official Receiver, 6, Rutland st, Swansea.  
 Thorp, William Theakston, Westgate on Sea, Estate Agent. Oct 1 at 10. 32, St George's st, Canterbury.  
 Turner, William, Blackburn, Draper. Oct 4 at 3.30. Official Receiver, Opden's chmbrs, Bridge st, Manchester.  
 Underwood, George, Eastcheap, Mining Engineer. Oct 1 at 12. 33, Carey st, Lincoln's inn.  
 Wale, William, Bath, Cattle Dealer. Oct 7 at 10.30. R H Moore, High Bailiff, County Court, York st, Bath.  
 Whorton, George William, St Edmunds, Norwich, Wine Merchant's Clerk. Oct 2 at 11. Official Receiver, 8, King st, Norwich.

## ADJUDICATIONS.

Andrew, Thomas, Friar Stile road, Richmond, Wood Merchant. Wandsworth. Pet July 8. Ord Sept 20.  
 Bate, William, Jackfield, Broseley, Salop. Potter. Madeley. Pet Sept 21. Ord Sept 21.  
 Beacham, John Edward, New Tredegar, Mon, Grocer. Tredegar. Pet Sept 16. Ord Sept 20.  
 Best, George, Bondgate, Darlington, Chemist. Stockton on Tees and Middlesbrough. Pet Aug 16. Ord Sept 15.  
 Brown, Sarah, Stoney Stanton, Leicestershire, Farmer. Leicester. Pet Aug 30. Ord Sept 21.  
 Buchanan, Claud, Warrington rd, Richmond, Gent. Wandsworth. Pet June 28. Ord Sept 22.  
 Buckley, Joseph, Oldham, Joiner. Oldham. Pet Sept 21. Ord Sept 21.  
 Davies, William, Llanwenog, Cardiganshire, Farmer. Carmarthen. Pet Aug 17. Ord Sept 22.  
 Denison, Frederick William, Kingston upon Hull, Wine Merchant. Kingston upon Hull. Pet Sept 10. Ord Sept 21.  
 Dove, Henry, Warwick grove, Surbiton hill, Cabinet Maker. Kingston, Surrey. Pet Sept 20. Ord Sept 21.  
 Downes, F. M., Philpot lane, Merchant. High Court. Pet Aug 3. Ord Sept 22.  
 Ellison, William, Kirkgate, Bradford, Jeweller. Bradford. Pet Sept 21. Ord Sept 22.  
 Eboritt, James, Colchester, Licensed Victualler. Colchester. Pet Sept 19. Ord Sept 21.  
 Forbes, Emma, Wolverhampton, Newspaper Agent. Wolverhampton. Pet Sept 21. Ord Sept 22.  
 Forrow, Richard, Eastbourne, Carpenter. Lewes and Eastbourne. Pet Sept 20. Ord Sept 20.  
 Frost, John, Manchester, Silk Manufacturer. Manchester. Pet Sept 16. Ord Sept 21.  
 Gale, John James, Whitehaven, Joiner. Whitehaven. Pet Sept 15. Ord Sept 20.  
 Garwood, Charles, Gt Yarmouth, Fish Dealer. Gt Yarmouth. Pet Sept 7. Ord Sept 21.  
 Gregson, Thomas Graves, Maryport, Cumberland, Grain Merchant. Cockermouth and Workington. Pet Sept 16. Ord Sept 21.  
 Hughes, Thomas, Maesbury, Salop, Miller. Wrexham. Pet Aug 23. Ord Sept 21.  
 Isaacs, Nathaniel Samuel, Slough, Pawnbroker. Windsor. Pet June 25. Ord Sept 21.  
 Kirkman, Peter, Bolton, Lancashire, Baker. Bolton. Pet Sept 7. Ord Sept 11.  
 Lazarus, Montague, Oxford st, Silversmith. High Court. Pet June 18. Ord Sept 18.  
 Marples, Charles Belk, Holmfirth, Yorks, out of business. Huddersfield. Pet Sept 17. Ord Sept 8.  
 Mitchell, Nathaniel, Falmouth, Painter. Truro. Pet Sept 15. Ord Sept 21.  
 Quiller, John, Morice Town, Devon, Shoemaker. East Stonehouse. Pet Sept 20. Ord Sept 20.  
 Rexworthy, John Shree, Clifton, Bristol, Restaurant Keeper. Bristol. Pet Sept 16. Ord Sept 21.  
 Richmond, Robert, Salford, Lancashire, Agricultural Implement Dealer. Salford. Pet Sept 4. Ord Sept 21.  
 Rogers, Alfred, Falmouth, Builder. Truro. Pet Sept 15. Ord Sept 21.  
 Russell, Robert, Whitley, Butcher. Stockton on Tees and Middlesbrough. Pet Sept 18. Ord Sept 18.  
 Sauter, James, Kinghorn st, Baker. High Court. Pet July 30. Ord Sept 20.  
 Shand, William F, Bishop's rd, Victoria pk, Boot Manufacturer. High Court. Pet Aug 11. Ord Sept 20.  
 Solly, Henry John, Eastbourne, Sussex, Bootmaker. Lewes and Eastbourne. Pet Sept 14. Ord Sept 21.  
 Stripp, John Payne, and George Wyatt, High Holborn, Builders. High Court. Pet May 10. Ord Sept 21.  
 Vaurhan, Joseph Marychurch, Amersham rd, New Cross, Clerk in Holy Orders. High Court. Pet July 20. Ord Sept 1.

Walkinshaw, Arthur, Birmingham, Fruiterer. Birmingham. Pet Sept 21. Ord Sept 21.  
 Wale, William, Bath, Cattle Dealer. Bath. Pet Sept 18. Ord Sept 20.  
 Wilson, Julia, Sheffield, Confectioner. Sheffield. Pet Sept 7. Ord Sept 22.  
 Wodehouse, William Wentworth, Hawke rd, Upper Norwood, Clerk in Holy Orders. High Court. Pet Aug 26. Ord Sept 20.  
 The following Amended Notice is substituted for that published in the London Gazette of Sept 21.

Pfennig, Adam, Strutton ground, Westminster, Baker. High Court. Pet Sept 14. Ord Sept 17.

#### TUESDAY, Sept. 28, 1886. RECEIVING ORDERS.

Adams, William Brook, Newton Abbot, Builder. Exeter. Pet Sept 24. Ord Sept 24. Exam Oct 14 at 11.  
 Anderson, Charles Francis, Boston, Lincolnshire, Feather Purifier. Boston. Pet Sept 23. Ord Sept 23. Exam Nov 4 at 2.  
 Anderson, Fanny Susannah, Boston, Lincolnshire, Widow. Boston. Pet Sept 23. Ord Sept 23. Exam Nov 4 at 2.  
 Anderson, William, Wallsend, Northumberland, Painter. Newcastle on Tyne. Pet Sept 25. Ord Sept 25. Exam Oct 7 at 11.  
 Aspland, Charles James, Kingston upon Hull, Grocer. Kingston upon Hull. Pet Aug 9. Ord Sept 23. Exam Oct 18 at 2 at Court house, Townhall, Hull.  
 Bedford, Thomas Percy, Wormwood st, trading as Bedford & Impey. High Court. Pet Aug 21. Ord Sept 23. Exam Nov 17 at 12 at 34, Lincoln's inn fields.  
 Bennett, John, Liverpool, Provision Broker. Liverpool. Pet Sept 25. Ord Sept 25. Exam Oct 7 at 12 at Court house, Government bds, Victoria st, Liverpool.  
 Bennett, William James, Farnan rd, Streatham, Commercial Clerk. Wandsworth. Pet Sept 23. Ord Sept 23. Exam Oct 23.  
 Bew, Lancelot, Church Fenton, Yorks, Farmer. York. Pet Sept 24. Ord Sept 24. Exam Oct 22 at 11.30 at 11, 30 at 34, Lincoln's inn fields.  
 Bishop, George Arthur, Marham, Norfolk, Jeweller. Great Yarmouth. Pet Sept 24. Ord Sept 25. Exam Nov 2 at 11 at Townhall, Great Yarmouth.  
 Bowie, Francis, College avenue, Lower Clapton, Builder. High Court. Pet Aug 30. Ord Sept 25. Exam Nov 17 at 11.30 at 34, Lincoln's inn fields.  
 Bradshaw, Richard, Hogsthorpe, Lincolnshire, Farmer. Boston. Pet Sept 21. Ord Sept 23. Exam Nov 4 at 2.  
 Cohen, Hyman Abraham, High st, Notting hill, Ironmonger. High Court. Pet Sept 24. Ord Sept 24. Exam Nov 17 at 11.30 at 34, Lincoln's inn fields.  
 Conolly, Susannah, Lowestoft, Smack Owner. Great Yarmouth. Pet Sept 24. Ord Sept 24. Exam Nov 2 at 11 at Townhall, Great Yarmouth.  
 Crush, William, Writtle, Essex, out of business. Chelmsford. Pet Sept 6. Ord Sept 25. Exam Oct 16 at 11 at Shirehall, Chelmsford.  
 Dearing, Edwin, Aylesbury, Grocer. Aylesbury. Pet Sept 25. Ord Sept 25. Exam Oct 13 at 11.30 at County Hall, Aylesbury.  
 Fielding, James, Newchurch in Rosendale, Lancashire, Rope Maker. Oldham. Pet Sept 23. Ord Sept 23. Exam Oct 19 at 11.  
 Fisher, Albert, Golden lane, Barbican, Hat Manufacturer. High Court. Pet Sept 24. Ord Sept 25. Exam Oct 29 at 12 at 34, Lincoln's inn fields.  
 Fisher, William, Bromsgrove, Worcestershire, Builder. Worcester. Pet Sept 23. Ord Sept 23. Exam Oct 13.  
 Forsyth, James, Silloth, Cumberland, Builder. Carlisle. Pet Sept 21. Ord Sept 24. Exam Oct 11 at 11 at Court House, Carlisle.  
 Haynes, Benjamin, Penge, Builder. Croydon. Pet June 26. Ord Sept 24. Exam Oct 22.  
 Jones, William Griffith, Llandegai, Carnarvonshire, Auctioneer. Bangor. Pet Sept 22. Ord Sept 23. Exam Nov 4 at 11.  
 Lees, William, Chadderton, Lancashire, Cotton Spinner. Oldham. Pet Sept 24. Ord Sept 24. Exam Oct 12 at 11.  
 Lemon, Robert Charles, Broadway, Worcestershire, Draper. Worcester. Pet Sept 21. Ord Sept 21. Exam Oct 13 at 11.15.  
 Malabone, John Smalley, Chivers Cotton, Warwickshire, Innkeeper. Coventry. Pet Sept 24. Ord Sept 24. Exam Oct 15.  
 Morris, John, Lampeter Velfrey, Pembrokeshire, Farmer. Pembrok Dock. Pet Sept 21. Ord Sept 22. Exam Oct 13 at 11.10 at Temperance Hall, Pembrok Dock.  
 Morris, Thomas, Lampeter Velfrey, Pembrokeshire, Farmer's Son. Pembrok Dock. Pet Sept 21. Ord Sept 22. Exam Oct 13 at 11.15 at Temperance Hall, Pembrok Dock.  
 Muse, John, Calbeck, Cumberland, Mining Captain. Carlisle. Pet Sept 23. Ord Sept 23. Exam Oct 7 at 11 at Court house, Carlisle.  
 Nathansen, Michael, Newcastle on Tyne, Cattle Salesman. Newcastle on Tyne. Pet Sept 24. Ord Sept 24. Exam Oct 5 at 11.  
 Nichol, John, Cullercoats, Northumberland, Boot Dealer. Newcastle on Tyne. Pet Sept 25. Ord Sept 25. Exam Oct 7 at 11.30.  
 Richardson, David, Hornham, Sussex, Painter. Brighton. Pet Sept 24. Ord Sept 24. Exam Oct 14 at 11.  
 Richardson, Henry, Solihull, Warwickshire, Farmer. Birmingham. Pet Sept 23. Ord Sept 23. Exam Oct 19 at 2.  
 Sanders, Samuel, Midhurst, Sussex, Coal Merchant. Brighton. Pet Sept 24. Ord Sept 24. Exam Oct 14 at 11.  
 Sanders, Samuel Toner, Littlehampton, Sussex, Retired Sea Captain. Brighton. Pet Sept 24. Ord Sept 24. Exam Oct 14 at 11.  
 Sasserath, J, Dover, Canterbury. Pet Aug 31. Ord Sept 24. Exam Oct 8.  
 Simmons, Samuel James, Lowestoft, Smack Owner. Gt Yarmouth. Pet Sept 23. Ord Sept 23. Exam Oct 19 at 11 at Townhall, Gt Yarmouth.  
 Stocks, James, Kingston upon Hull, Estate Agent. Kingston upon Hull. Pet Sept 23. Ord Sept 23. Exam Oct 15 at 2 at Court house, Townhall, Hull.  
 Stokes, William, Birmingham, Traveller. Birmingham. Pet Sept 8. Ord Sept 24. Exam Oct 22 at 2.  
 Summers, Thomas, Weston st, Old Kent rd, Fruit Salesman. High Court. Pet Sept 23. Ord Sept 23. Exam Nov 2 at 12 at 34, Lincoln's inn fields.  
 Tibbrook, Thomas Parken, Little Bardfield, Essex, Farmer. Chelmsford. Pet Sept 25. Ord Sept 25. Exam Oct 16 at 10 at Shirehall, Chelmsford.  
 Turner, Joseph, Hayward, Flintshire, Manufacturing Chemist. Chester. Pet Sept 25. Ord Sept 25. Exam Oct 14.  
 Vear, Thomas, Clew, Lincolnshire, Gardener. Gt Grimsby. Pet Sept 24. Ord Sept 24. Exam Oct 20 at 11 at Townhall, Grimsby.  
 Waites, Richard, Bristol, Grocer. Bristol. Pet Sept 23. Ord Sept 23. Exam Oct 29 at 12 at Guildhall, Bristol.  
 Wheeler, Frederick James, Landford, Wilts, Farmer. Salisbury. Pet Sept 24. Ord Sept 24. Exam Nov 5 at 2.  
 White, William, Belgrave, Leicestershire, Boot Manufacturer. Leicester. Pet Sept 20. Ord Sept 23. Exam Oct 6 at 10.  
 Whitehead, Richard, Rowley Regis, Staffordshire, out of business. Dudley. Pet Aug 31. Ord Sept 14. Exam Oct 5 at 11.  
 Wilson, Arthur Ralph, Halifax, Jeweller. Halifax. Pet Sept 23. Ord Sept 23. Exam Oct 11.  
 Wyld, John, Stockton on Tees, Brush Manufacturer. Stockton on Tees and Middlesbrough. Pet Sept 23. Ord Sept 23. Exam Oct 6.

#### FRIDAY, Sept. 25, 1886.

Adams, William Brook, Newton Abbot, Builder. Oct 8 at 3. Queen's Hotel, Newton Abbot.  
 Anderson, William, Wallsend, Painter. Oct 9 at 11. Official Receiver, Pink lane, Newcastle on Tyne.  
 Aspland, Charles James, Kingston upon Hull, Grocer. Oct 7 at 11. Official Receiver, Lincoln's inn bds, Bowdley lane, Hull.  
 Baxter, William, Birmingham, Pork Butcher. Oct 7 at 11. Official Receiver, Birmingham.

Bennett, William James, Farnan rd, Streatham, Commercial Clerk. Oct 5 at 3. Official Receiver, 109, Victoria st, Westminster.  
 Bew, Lancelot, Church Fenton, Yorks, Farmer. Oct 8 at 1. Official Receiver, 17, Blake st, York.  
 Buckley, Fred, Ravensthorpe, Yorks, Book Keeper. Oct 5 at 3.30. Official Receiver, Bank chhrs, Batley.  
 Buckley, William, Dewsbury, Yorks, Worsted Spinner. Oct 5 at 3. Official Receiver, Bank chhrs, Batley.  
 Buckmaster, Twidell William, Cranfield, Bedfordshire, Farmer. Oct 6 at 10.30.  
 Swan Hotel, Newport Pagnell, Buckinghamshire.  
 Cannon, David, Rock Ferry, Cheshire, Gent. Oct 6 at 2.30. Official Receiver, 48, Hamilton sq, Birkenhead.  
 Clark, Thomas Noble, jun, Troutbeck, Westmoreland, Farmer. Oct 9 at 1. Official Receiver, 37, Stramontgate, Kendal.  
 Cousins, Henry, New Basford, Nottingham, Lace Maker. Oct 6 at 11. Official Receiver, 1. High pavement, Nottingham.  
 Dawson, William Arthur, and Mary Ann Dawson, Burlington arcade, Piccadilly, Bootmakers. Oct 7 at 1. 33, Carey st, Lincoln's inn.  
 Ellison, William, Kirkgate, Bradford, Working Jeweller. Oct 5 at 11. Official Receiver, 31, Manor row, Bradford.  
 Fielding, James, Newchurch in Rosendale, Lancashire, Rope maker. Oct 7 at 3.30. Official Receiver, Ogden's chhrs, Bridge st, Manchester.  
 Fisher, William, Bromsgrove, Worcestershire, Builder. Oct 7 at 11. Official Receiver, Worcester.  
 Forsyth, James, Silloth, Cumberland, Builder. Oct 11 at 12. Official Receiver, 34, Fisher st, Carlisle.  
 Giles, Noah, Skegness, Grocer. Oct 7 at 12. Official Receiver, 48, High st, Boston.  
 Huntley, Walter Charles, Osbaldeston rd, Stoke Newington, Coal Merchant. Oct 7 at 11. Bankruptcy bds, Portugal st, Lincoln's inn.  
 Ide, Edward Godfrey, Fenchurch st, Bristol Warehouseman. Oct 8 at 12. 33, Carey st, Lincoln's inn.  
 Jameson, Ralph, Thornley, Durham, Grocer. Oct 5 at 12.45. Three Tuns Hotel, Durham.  
 Jenkin, Benjamin, Sithney, Cornwall, Boot Dealer. Oct 6 at 19. Official Receiver, Boscawen st, Truro.  
 Keay, Philip Henry, Liverpool, no occupation. Oct 8 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Kelly, Robert Andrew, Gt James st, Bedford row, Solicitor. Oct 8 at 11. 33, Carey st, Lincoln's inn.  
 Lees, William, Oldham, Cotton Spinner. Oct 8 at 3. Official Receiver, Priory chhrs, Union st, Oldham.  
 Lemon, Robert Charles, Broadway, Worcestershire, Draper. Oct 8 at 11. Official Receiver, Worcester.  
 Lucking, Joseph William, Hatfield Broad Oak, Essex, out of business. Oct 6 at 10. Shirehall, Chelmsford.  
 MacDonack, Michael James, Pembroke pl, Bayswater, Surgeon Major. Oct 8 at 11. 33, Carey st, Lincoln's inn.  
 Mitchell, Nathaniel, Falmouth, Painter. Oct 5 at 12. Official Receiver, Boscawen st, Truro.  
 Morris, John, Lampeter Velfrey, Pembrokeshire, Farmer. Oct 7 at 11. Rutzen Arms Hotel, Narberth.  
 Morris, Thomas, Lampeter Velfrey, Pembrokeshire, Farmer's Son. Oct 7 at 11.30. Rutzen Arms Hotel, Narberth.  
 Moseley, John, Calbeck, Cumberland, Mining Captain. Oct 7 at 12. Official Receiver, 34, Fisher st, Carlisle.  
 Musgrave, Samuel, Leeds, Dyer. Oct 8 at 11. Official Receiver, St Andrew's chhrs, 23, Park row, Leeds.  
 Nathansen, Michael, Newcastle on Tyne, Cattle Salesman. Oct 7 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne.  
 Nichol, John, Cullercoats, Northumberland, Boot Dealer. Oct 9 at 11.30. Official Receiver, Pink lane, Newcastle on Tyne.  
 Palauch, Henry, Castle st, Falcon sq. Oct 6 at 11. 33, Carey st, Lincoln's inn.  
 Ramshaw, Frederick Charles, Gt Grimsby, Manager of Crocodile Works. Oct 8 at 11. Bankruptcy bds, Portugal st, Lincoln's inn.  
 Robinson, William, Fighting Cocks, Durham, Innkeeper. Oct 5 at 3. King's Head Hotel, Darlington.  
 Russell, Robert, Grape lane, Whitby, Butcher. Oct 7 at 12. Royal Hotel, Whitby.  
 Sasserath, J, Dover, Upholsterer. Oct 6 at 1. Bankruptcy bds, Lincoln's inn.  
 Shand, William F, Bishop's rd, Victoria pk, Boot Manufacturer. Oct 8 at 12. 33, Carey st, Lincoln's inn.  
 Stocks, James, Kingston upon Hull, Estate Agent. Oct 7 at 12. Official Receiver, Lincoln's inn bds, Bowdley lane, Hull.  
 Stone, Samuel, Gt Yarmouth, Painter. Oct 9 at 11. Official Receiver, 8, King st, Norwich.  
 Timmins, Thomas, and John Sinclair Pirrie, Victoria st, Westminster, Civil Engineer. Oct 5 at 12. Bankruptcy bds, Portugal st, Lincoln's inn.  
 Tucker, John Hubert, Bridgend, Glamorganshire, Builder. Oct 5 at 11.30. Official Receiver, 3, Crookherbtown, Cardiff.  
 Vaughan, Joseph Marychurch, Amerham rd, New Cross, Clerk in Holy Orders. Oct 7 at 12. 33, Carey st, Lincoln's inn.  
 Vear, Thomas, Clew, Lincolnshire, Gardener. Oct 8 at 2. Official Receiver, 3, Haven st, Great Grimsby.  
 Waites, Richard, Bristol, Grocer. Oct 8 at 3.30. Official Receiver, Bank chhrs, Bristol.  
 Walkinshaw, Arthur, Birmingham, Fruiterer. Oct 8 at 11. Luke Jesson Sharp, Official Receiver, Birmingham.  
 Wheeler, Frederick James, Landford, Wilts, Farmer. Oct 8 at 3. Official Receiver, Salisbury.  
 White, William, Belgrave, Leicestershire, Boot Manufacturer. Oct 5 at 3. Official Receiver, 28, Friar lane, Leicester.  
 Whitehead, Richard, Portway rd, nr Rowley Regis, Staffs, out of business. Oct 5 at 10.30. Official Receiver, Dudley.  
 Wilson, Arthur Ralph, Halifax, Jeweller. Oct 8 at 3.30. Official Receiver, Townhall chhrs, 13, Crossley st, Halifax.  
 Witcomb, Charles, King's rd, Chelsea, Tailor. Oct 7 at 11. 33, Carey st, Lincoln's inn.

#### ADJUDICATIONS.

Adams, William Brook, Newton Abbot, Builder. Exeter. Pet Sept 24. Ord Sept 24.  
 Aspland, Charles James, Kingston upon Hull, Grocer. Kingston upon Hull. Pet Aug 9. Ord Sept 24.  
 Buckmaster, Twidell William, Cranfield, Bedfordshire, Farmer. Bedford. Pet Sept 22. Ord Sept 24.  
 Burdett, William, Gt Percy st, Pentonville, Merchant. High Court. Pet May 26. Ord Sept 25.  
 Cave, Sarah Jane, Brunswick sq, Lodging house Keeper. High Court. Pet Sept 7. Ord Sept 24.  
 Clarke, William Albert, Reading, Tailor. Reading. Pet Sept 4. Ord Sept 25.  
 Davis, Barnett, Hackney rd, Boot Manufacturer. High Court. Pet July 8. Ord Sept 24.  
 Eden, Charles Thomas, Plymouth, Beerhouse Keeper. East Stonehouse. Pet Sept 7. Ord Sept 15.  
 Fielding, James, Newchurch in Rosendale, Lancs, Rope Maker. Oldham. Pet Sept 23. Ord Sept 23.  
 Freeman, Henry Vincent, Doncaster rd, Barnsley, Hay Dealer. Barnsley. Pet Aug 25. Ord Sept 23.  
 French, Thomas, Overb st, Clapton pk, Builder. High Court. Pet May 13. Ord Sept 24.



Fulford, William Bartholomew, Exmouth, Gent. Exeter. Pet Aug 25. Ord Sept 23  
 Galli, Andrea Joseph, and Thomas Hauxworth, Leeds, Jewellers. Leeds. Pet Sept 21. Ord Sept 23  
 Garbutt, Edwin, Sandal Magna, nr Wakefield, Maltster's Manager. Wakefield. Pet Sept 3. Ord Sept 23  
 George, Frederick John, St Albans, Tailor. St Albans. Pet Sept 4. Ord Sept 21  
 Hallows, John, Hyde, Cheshire, Coal Merchant. Ashton under Lyne and Stalybridge. Pet Sept 7. Ord Sept 24  
 Hamblin, William, and Ted Joseph Coles, Davizes, Coal Merchants. Bath. Pet Aug 25. Ord Sept 24  
 Hillier, Joseph, Bournemouth, Tailor. Poole. Pet Sept 16. Ord Sept 25  
 Hodnett, James, Stamford Hill, High Court. Pet Sept 8. Ord Sept 25  
 Jeffery, Henry, Landport, Baker. Portsmouth. Pet Sept 21. Ord Sept 21  
 Jessop, Joseph, Huddersfield, Clothier. Huddersfield. Pet Sept 21. Ord Sept 23  
 Jump, William, Lower Tranmere, Baker. Birkenhead. Pet Sept 20. Ord Sept 24  
 Leach, John, Martock, Somersetshire, Solicitor. Yeovil. Pet Sept 6. Ord Sept 23  
 Lees, William, Oldham, Cotton Spinner. Oldham. Pet Sept 24. Ord Sept 24  
 McLeish, Colin, Kendal, Stationer. Kendal. Pet Aug 20. Ord Sept 23  
 Muse, John, Caldbeck, Cumberland, Mining Captain. Carlisle. Pet Sept 23. Ord Sept 23  
 Nichol, John, Willington Quay, Northumberland, Boot Dealer. Newcastle on Tyne. Pet Sept 25. Ord Sept 25  
 Popkiss, Caroline, Dover, Lodging house Keeper. Canterbury. Pet Sept 7. Ord Sept 23  
 Rivett, William, Hurdon, Suffolk, Beerseller. Cambridge. Pet Sept 22. Ord Sept 23  
 Roe, Clarence, Kentmere, nr Staveley, Westmorland, Artist. Kendal. Pet Aug 25. Ord Sept 23  
 Rubinstein, Samuel, Newcastle on Tyne, Auctioneer. Newcastle on Tyne. Pet Sept 21. Ord Sept 23

Smith, George Hall, Walton, Lancashire, Pawnbroker. Liverpool. Pet Sept 1. Ord Sept 24  
 Strawson, Vincent, Islington, Liverpool, Chemist. Liverpool. Pet Sept 3. Ord Sept 23  
 Summers, Thomas, Weston street, Old Kent rd, Fruit Salesman. High Court. Pet Sept 23. Ord Sept 25  
 Tibbrook, Thomas Paragon, Little Bardfield, Essex, Farmer. Chelmsford. Pet Sept 25. Ord Sept 25  
 Warsop, Thomas, sen., and Thomas Warsop, jun, Sydenham rd, North Croydon, Stonemasons. Croydon. Pet Aug 25. Ord Sept 25  
 White, William, Belgrave, Leicestershire, Boot Manufacturer. Leicester. Pet Sept 20. Ord Sept 25  
 Whitehead, Richard, Portway rd, nr Rowley Regis, out of business. Dudley. Pet Aug 31. Ord Sept 16  
 Whorton, George William, Norwich, Wine Merchant's Clerk. Norwich. Pet Sept 17. Ord Sept 24  
 Wilson, Arthur Ralph, Halifax, Jeweller. Halifax. Pet Sept 23. Ord Sept 25

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Highly commended by the entire Medical Press.  
 Being without sugar, spice, or other admixture, it suits all palates keeps for years in all climates, and is four times the strength of cocoa thickened yet weakened with starch, &c., and is really cheaper than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.  
 COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Vanilla Chocolate, and may be taken when richer chocolate is prohibited.

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—First-class West-end Investments in old-established Trade Premises, well let on leases, and occupying most commanding positions.

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will SELL, at the MART, on WEDNESDAY, OCTOBER 20th, at TWO o'clock, the following high-class long LEASEHOLD INVESTMENTS:—

**REGENT'S-CIRCUS.**—The commanding Corner Premises, No. 42, Oxford-street, the second door from the Circus, and at the corner of Prince's-street, comprising handsome trade premises, occupying one of the best positions in this important business centre, let on lease at rents amounting to \$1,075 per annum. Held direct from the Duke of Portland for 55 years unexpired, at a ground-rent of \$300 per annum.

**OLD CAVENTISH-STREET.**—An equally substantial Block of first-rate Trade Premises, being Nos. 16 and 17, Old Cavendish-street, a few doors from Oxford-street, comprising on the ground floor a grand shop, with noble fronts, in the occupation of the lessee. Above are three stories, with large light room on each floor, let, with the basement, for a term of 21 years from September next, at the moderate rent of £430 per annum, together of the value of £380 per annum. Held direct from the Duke of Portland for a term of 50 years unexpired, at the nominal ground-rent of £50 per annum.

Particulars at the Mart; of Messrs. M. & H. Turner, Solicitors, No. 22, Sackville-street, W.; and of Messrs. Edwin Fox & Bousfield, 29, Gresham-street, Bank, E.C.

By order of the Executors of the late W. T. Lindford, Esq.—A charming Freehold Residence and grounds, near Finchley Station, on the Great Northern Railway.

**MESSESS. EDWIN FOX & BOUSFIELD**  
will SELL, at the MART, on WEDNESDAY, OCTOBER 27th, at TWO o'clock, the old-fashioned FREEHOLD RESIDENCE, known as Elm Grange, situate in Nether-street, Finchley, with the garden grounds and adjoining land, in all about four acres. The house is substantial and in good order, has a glass-roofed verandah, round two-thirds of it, and contains six bed rooms, two dressing rooms, day and night nursery, three servants' bed rooms, bath room, and linen closet, entrance hall, library, double drawing room communicating with conservatory, and dining room. The offices consist of butler's pantry, kitchen, larder, servants' hall, and good, dry cellarage. The whole of this residence has been fitted up with furniture, and appliances, having every regard to comfort. Stabling for six horses, harness room, coach-house, with rooms above. The outhouses are wash-house, coal, wood, store cellars, and fowls; detached billiard room with lantern light. The grounds are tastefully laid out and well timbered, having ornamental lodge at entrance, containing four rooms, &c.; kitchen gardens, abundantly stocked, succession vineyard, and peach-house, tool-house, range of pits, and hot-house, greenhouse, pigsty, &c. There is a piece of leasehold ground at the side of the lodge, and a plot of freehold land opposite the entrance gates, to prevent any building being erected detrimental to the estate.

Particulars at the Mart; of Messrs. Wansley, Bowen, & Co., Solicitors, 23, Moorgate-street; of Guyonour Cuthbert, Esq., Architect, 29, Queen-street, E.C.; and of Messrs. Edwin Fox & Bousfield, 29, Gresham-street, E.C.

#### SALES BY AUCTION FOR THE YEAR 1886.

**MESSESS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES of LANDED ESTATES, Investments Town, Suburban, and Country Houses, Business Premises Building Land, Ground-rents, Advertisements, Reversions Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., Oct 5 | Tues., Oct 19 | Tues., Nov 23  
Tues., Nov 12 | Tues., Dec 14

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notices and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at their offices, 20, Cheap-side, London, or will be forwarded by post.

**MESSESS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 20, Cheap-side, E.C., or will be sent by post in return for three stamps. Particulars for insertion should be received not later than our days previous to the end of the preceding month.**

#### THE STANDARD LIFE ASSURANCE COMPANY.

Established 1835.

Invested Funds ... 4 Millions Sterling.  
Annual Revenue ... £900,000.

At the division of Surplus declared on 11th May 1886, Reversionary Bonus additions to the amount of £200,000 were added to Policies.  
Moderate Rates of Premiums. Liberal Conditions.  
Tables of Rates and all other information on application.—London: 20, King William-street, E.C., and 2, Pall Mall East, S.W.

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##### INCOME & FUNDS (1885):—

Fire Premiums	...	...	£577,000
Life Premiums	...	...	191,000
Interest	...	...	132,000
Accumulated Funds	...	...	£3,134,000

#### ESTABLISHED 1861.

**BIRKBECK BANK.**—Southampton-buildings, Chancery-lane.  
THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.  
TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below \$100.  
The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills or Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.  
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The Bank buys and sells Bills of Exchange, makes telegraph transfers, issues letters of credit and circular notes, forwards bills for collection, and transacts banking and agency business generally.

##### INTEREST ALLOWED ON DEPOSITS.

Fixed for 3, 4, or 5 months	at 3 per cent. per annum.
Fixed for 6 or 9 months	" 4 " "
Fixed for 1 year certain	" 4 " "
Fixed for 2 years	" 4 " "
Fixed for 3, 5, or 7 years	" 5 " "

Current Accounts opened and cheque books supplied. Interest at 2½ per cent. per annum allowed on the minimum monthly balance if not below \$100.

Advances made against approved banking securities.

Pay and pensions drawn, insurance premiums, club subscriptions, and other periodical payments made at a uniform commission of 1 per cent.

Securities bought, sold, and received for safe custody from constituents of the bank. Interest and dividends collected.

Drafts issued upon the Bank's Eastern Branches at current rates, free of commission. Bills collected or negotiated, and every description of exchange business conducted.

The Directors are now receiving applications for 4 per Cent. Debentures of £10 and upwards, secured upon the freehold bank premises in the City of London and elsewhere, in reduction of the 5 per Cent. Debentures issued.

All necessary information and forms can be obtained by application to the Agency, 23, St. Andrew-square, Edinburgh, or to the Head Office, 40, Threadneedle-street, London, E.C.

GEORGE WILLIAM THOMSON, Secretary.

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Law Courts Branch—21, Fleet-street, E.C.

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